07-714-CD
Forcey Lumber vs Edgemate Inc

Forcey Lumber vs Edgemate Inc
2007-714-CD

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

FORCEY LUMBER COMPANY, A Corporation, Plaintiff	:	
vs.	:	NO. 2007-714-CD
EDGEMATE INC., A Corporation, Defendant	:	

ORDER

AND NOW, this 11th day of August 2009, upon consideration of the Parties' arguments and the record, it is the ORDER of this Court that the Plaintiff's Motion for Partial Summary Judgment, as to Count II of the Amended Complaint, be and is hereby DENIED.

BY THE COURT,

FREDRIC J. AMMERMAN
PRESIDENT JUDGE

FILED
01:20/BV
AUG 14 2009
William A. Shaw
Prothonotary/Clerk of Courts

1CC Attys: Naddeo/Lunadue Talaber
(6K)

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

FORCEY LUMBER COMPANY,	*	NO. 07-714-CD
Plaintiff	*	
vs	*	
EDGEMATE, INC.,	*	
Defendant	*	

ORDER

NOW, this 18th day of August, 2009, in regard to the Plaintiff's Motion for Sanction Regarding Spoliation of Evidence, the said Motion is GRANTED to the extent that the Court will give the jury an adverse inference/spoliation instruction at time of trial. The Court hereby reserves ruling on the Plaintiff's request for an order in Limine as set forth in paragraph 18 of the Motion. The Court will rule on these evidentiary issues at time of trial.

BY THE COURT,

FREDRIC J. AMMERMAN
President Judge

FILED 2CC Atty's:
02:13:30 Naddeo/Lunardi
AUG 18 2009 Taladay
William A. Shaw
Prothonotary/Clerk of Courts

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

FORCEY LUMBER COMPANY, A CORPORATION, Plaintiff, vs. EDGEMATE INC. A CORPORATION, Defendant. vs. JOE PARSONS d/b/a VENEER RESOURCES GROUP, LLC and JOE PARSONS, d/b/a MADISON-SANZ Ltd. And VENEER RESOURCES GROUP, LLC, and VANEER RESOURCES GROUP, Ltd. Additional Defendants	*	No. 07 - 714 - CD
	*	Type of Pleading:
	*	**JOINT PRAECIPE TO SETTLE AND DISCONTINUE**
	*	Filed on behalf of: Plaintiff
	*	Counsel of Record for this party:
	*	James A. Naddeo, Esq. Pa I.D. 06820
	*	NADDEO & LEWIS, LLC 207 E. Market Street P.O. Box 552 Clearfield, PA 16830 (814) 765-1601

FILED 2 cc
013:35 BK 2 Cert. of
OCT 01 2009 Disc. to
William A. Shaw Atty Naddeo
Prothonotary/Clerk of Courts

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

FORCEY LUMBER COMPANY, A CORPORATION, Plaintiff,	*	
vs.	*	No. 07 - 714 - CD
EDGEMATE INC. A CORPORATION, Defendant	*	
vs.	*	
JOE PARSONS d/b/a VENEER RESOURCES GROUP, LLC and JOE PARSONS, d/b/a MADISON-SANZ Ltd. And VENEER RESOURCES GROUP, LLC, and VANEER RESOURCES GROUP, Ltd. Additional Defendants	*	

JOINT PRAECIPE TO SETTLE AND DISCONTINUE

TO THE PROTHONOTARY:

Dear Sir:

Please mark the above-captioned case settled and discontinued.

James A. Naddeo, Esquire
Attorney for Plaintiffs

Matthew B. Taladay, Esquire
Attorney for Defendant,
Edgemate, Inc.

COPY

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

Forcey Lumber Company

Vs. **No. 2007-00714-CD**

Edgemate Inc

CERTIFICATE OF DISCONTINUATION

Commonwealth of PA
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on October 1, 2009, marked:

Settled and Discontinued (Forcey Lumber Company vs. Edgemat, Inc.)

Record costs in the sum of $85.00 have been paid in full by James A. Naddeo, Esq.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 1st day of October A.D. 2009.

William A. Shaw, Prothonotary

07-714-CD

TO: President Judge Fredric Joseph Ammerman
FROM: Beau Grove
DATE: August 13, 2009
RE: Forcey Lumber Company v. Edgemate, Inc., Plaintiff's Motion for Sanction Regarding Spoliation of Evidence

Spoliation of Evidence:

In *Schroeder v. DOT,* 551 Pa. 243 (1998), our Supreme Court adopted the spoliation-of-evidence standards set forth by the Third Circuit Court of Appeals in *Schmid v. Milwaukee Elec. Tool Corp.,* 13 F.3d 76 (3rd Cir.Pa.1994). **The key considerations in determining whether such a sanction is appropriate should be: (1) the degree of fault of the party who altered or destroyed the evidence; (2) the degree of prejudice suffered by the opposing party; and (3) whether there is a lesser sanction that will avoid substantial unfairness to the opposing party and, where the offending party is seriously at fault, will serve to deter such conduct by others in the future.** *Schroeder,* 551 Pa. at 250.

Adverse Inference Based on Spoliation:

The rule regarding an adverse inference has previously been stated, "[w]here evidence which would properly be part of a case is within the control of the party whose interest it would naturally be to produce it, and, **without satisfactory explanation** he fails to do so, the jury may draw an inference that it would be unfavorable to him." *Haas v. Kasnot,* **371 Pa. 580, 584-85 (1952).**

Evaluation:

In utilizing the three key considerations established by the Pennsylvania Supreme Court in *Schroeder*, I believe that a sanction for spoliation of evidence is not warranted in this case.

First, the Defendant, Edgemate Inc. ("Edgemate"), did not contract with Plaintiff, Forcey Lumber Company ("Forcey"), but contracted with Additional Defendant Veneer Resources Group ("VRG"), through its agent Joe Parsons ("Parsons") for supply of certain veneer products. Forcey purchased the accounts receivable from the VRG, who gave notice to Edgemate of this purchase by including "remit to: Forcey Lumber, Inc." on Invoices numbered 540, 541, and 547. Such purchase was subject to the term, conditions, customs and business practices between Edgemate and Parsons/VRG, as set forth in 13 Pa.C.S.A. §9404. Based on the prior business practices and relationship between Edgemate and Parsons/VRG, Edgemate was entitled to offsets or credits for non-conforming products which existed between Edgemate and vendor Parsons.

By deposition, Adam Lardieri, Personnel Manager and Purchasing Agent for Edgemate, testified as to Edgemate's process for rejecting substandard product. Edgemate's Process for rejecting substandard product: (1) the graders determine whether the pallet is conforming to Edgemate's specifications, (2) if the product on a given pallet is running more than 5% deviation, he will ask the supplier for a credit or adjustment to downgrade the material to a reduced price, (3) when the supplier is notified that the product is being rejected, there are three options: downgrade the reject to a lower price; return it to the supplier; or dispose of it. The supplier is given an opportunity to inspect the product and to give instructions on its disposition. (Lardieri, p. 17-18). The ultimate disposal is only done after seeking the consent of the supplier.

(Lardieri, p. 16). Lardieri keeps a record of a resulting debit or credit memo for rejected product. This same process was asserted in the deposition testimony of Chas Boyle, Director of Production and Purchasing for Edgemate, as well as, James Morder, Plant Manager of the Edgemate Roaring Springs Plant.

It was testified that Edgemate's rejection procedure were implemented for products supplied by Parsons as agent for his affiliated companies, and that Parsons was frequently at the plant to inspect rejected goods. By deposition, Lardieri, asserted that the rejected products that are subject to the Plaintiff's motion, were briefly inspected by Parsons and Brant Forcey (agent of Forcey), and that the disposition of such rejected product would have been at the direction of Parsons. (Lardieri, p. 47-49) Lardieri also asserted that the rejected product may have been picked up by Parsons, but "certainly would not have been destroyed without the vendor's authorization." (Lardieri, p. 48-49) Therefore, it is Edgemate's position that if any rejected products are no longer available it was not Edgemate's obligation to insure its availability for future litigation, thus it would not be at fault. Alternatively, Forcey believes that since Edgemate was aware of the issues surrounding the nonconforming product and that Forcey was involved and due payment, it was not proper for Edgemate to simply destroy the product and attempt to offset what it owes to Forcey.

In assessing the second consideration set forth above, the degree of prejudice to the Plaintiff Forcey would be great since it has no direct ability to contest the claim that the product was nonconforming without seeing it. Forcey's ability to defend against the nonconforming product allegation is almost entirely destroyed. Any evidence as to the issue of non-conforming goods at trial would only be brought forth by indirect evidence.

The third consideration, regarding what sanction should be imposed and whether a lesser sanction would avoid substantial unfairness to the opposing party and, where the offending party is seriously at fault, will serve to deter such conduct by others in the future, ultimately depends on whether there was fault on Edgemate's part for destroying the nonconforming goods subject to the motion. Plaintiff Forcey points to its inability to defend against the allegation of nonconforming goods since the evidence of the alleged nonconforming product is lost, as a basis for the grant of the motion for sanction. Plaintiff Forcey's motion seeks one of the three sanctions (in the alternative): summary judgment, order in limine excluding any evidence that references product/evidence which was not available for inspection, or a spoliation instruction. Defendant Edgemate's position is that they had no fault in the situation since at all times they contracted with Parsons/VRG and their course of dealing established the above outlined procedures for nonconforming/rejected goods, and it had no duty to preserve the rejected product.

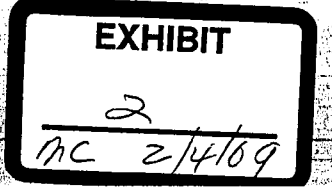
The arguments from both Forcey and Edgemate are persuasive however, Edgemate had an established course of dealing with the Parsons/VRG, and when Forcey purchased the accounts receivable from the Parsons/VRG that purchase was subject to the business practices between the original parties. Since it was established by prior business practice that rejected goods would only be destroyed at the direction of the vendor, it would appear likely that these products, which are the subject of Plaintiff's motion, would have only been destroyed at Parson's direction. Although there is a lack of specificity and evidence as to what exactly happened to the product in question, based on the evidence and testimony set forth in the record it does not appear that Defendant Edgemate was at fault for destroying the goods. Since Edgemate had always dealt with Parsons/VRG as the vendor and Forcey's only interest was through it's purchase of VRG's accounts receivable, Edgemate could not have been expected to deal with Forcey as if they were

the vendor of the nonconforming products. Therefore I believe that Edgemate has set forth a satisfactory explanation as to why the nonconforming product in question is no longer within its control. Forcey's argument would better suited against Parsons/VRG for the amounts offset by the nonconforming product Parsons/VRG provided to Edgemate, since they had dealt directly with each other. Therefore, any sanction regarding spoliation of evidence would likely be improper against Defendant Edgemate.

Note: There exists no case law relevant beyond that which defines sanctions based on spoliation of evidence, since the circumstances and relationships between the parties underlying this case are unique.

Unapplied Credits

222•00 +
841•70 +
345•80 +
584•00 +
621•18 +
825•44 +
303•75 +
317•63 +
125•71 +
307•65 +
252•46 +
449•00 +
303•49 +
329•59 +
239•30 +
199•22 +
728•50 +
151•04 +
1,453•06 +
631•20 +
886•06 +
1,733•82 +
142•72 +
1,195•04 +
149•76 +
603•92 +
199•08 +
4,264•80 +
1,885•94 +
475•16 +
312•50 +
1,585•50 +
1,852•16 +
1,168•00 +
0•60 +
2,595•68 +
1,103•32 +
2,247•84 +
2,290•68 +
330•14 +
5,802•24 +
533•54 +
042
40,590•22 *



Response to Request No. 2

Edgemate, Inc.
Credits Outstanding **8/29/2007**

Date	Company	Inv/DM#	Amount
2/16/2007	Madison Sanz	2298	222.00
2/27/2007	Madison Sanz	2302	621.18
2/27/2007	Madison Sanz	2303	825.44
2/27/2007	Madison Sanz	2299	841.70
2/27/2007	Madison Sanz	2300	345.80
2/27/2007	Madison Sanz	2301	584.00
2/27/2007	Madison Sanz	2304	303.75
2/27/2007	Madison Sanz	2305	317.63
2/27/2007	Madison Sanz	2306	125.71
2/27/2007	Madison Sanz	2307	307.65
2/27/2007	Madison Sanz	2308	252.46
2/28/2007	Madison Sanz	2309	449.00
3/14/2007	Madison Sanz	2311	303.49
3/19/2007	Madison Sanz	2312	329.59
3/20/2007	Madison Sanz	2313	239.30
4/2/2007	Madison Sanz	2315	199.22
4/4/2007	Madison Sanz	4/4/2007	728.50
4/10/2007	Madison Sanz	4/10/2007	151.04
5/11/2007	Madison Sanz	5/11/2007	1,453.06
5/11/2007	Madison Sanz	5/11/2007	631.20
6/7/2007	Madison Sanz	6/7/2007-1	886.06
6/7/2007	Madison Sanz	6/7/2007-2	1,733.82
2/27/2007	Veneer Resources	562	142.72
3/2/2007	Veneer Resources	564	1,195.04
3/2/2007	Veneer Resources	565	149.76
3/5/2007	Veneer Resources	567	603.92
3/5/2007	Veneer Resources	568	199.08
3/8/2007	Veneer Resources	572	4,264.80
3/21/2007	Veneer Resources	581	1,885.94
3/22/2007	Veneer Resources	589	475.16
3/22/2007	Veneer Resources	3/22/2007	312.50
3/27/2007	Veneer Resources	3/27/2007	1,585.50
4/2/2007	Veneer Resources	4/2/2007-1	1,852.16
4/2/2007	Veneer Resources	4/2/2007-2	533.54
4/9/2007	Veneer Resources	4/9/2007	1,168.60
4/10/2007	Veneer Resources	4/10/2007	2,595.68
4/10/2007	Veneer Resources	4/10/2007	1,103.32
4/17/2007	Veneer Resources	4/17/2007	2,247.84
4/23/2007	Veneer Resources	4/23/2007	2,290.68
4/30/2007	Veneer Resources	4/30/2007	330.14
6/18/2007	Veneer Resources	6/18/2007	5,802.24
	GRAND TOTAL		**40,590.22**

RECEIVED FEB 16 2007

Madison - Sanz Ltd.

Madison - Sanz Ltd.
P O Box 5761
High Point, NC 27262

336) 476-3866
nsl644@aol.com

Credit Memo

DATE	CREDIT #
02/16/2007	2298

CREDIT TO	SHIP TO
Edgemate, Inc. P O Box 72 Roaring Springs, PA 16673	Edgemate, Inc. 333 Closson Road Roaring Springs, PA 16673

SPECIE	DESCRIPTION	FOOTAGE	PSF	AMOUNT
Cherry:10 Spec	• 307678	2220	0.10	222.00
			TOTAL CREDIT	$222.00

2/16
Adam-
FYI

17176

CHECKED BY	DUE DATE
	credit
	APPROVAL / TAX
VOUCHER NUMBER	AMOUNT
V012190	<222.00>

RECEIVED MAR 0 1 2007

Madison - Sanz Ltd.

Madison - Sanz Ltd.
P O Box 5761
High Point, NC 27262

(336) 476-3866
msl644@aol.com

3/1
Adam
pyt
11 credits

Credit Memo

DATE	CREDIT #
02/27/2007	2299 credit

CREDIT TO	SHIP TO
Edgemate, Inc. P O Box 72 Roaring Springs, PA 16673	Edgemate, Inc. 333 Closson Road Roaring Springs, PA 16673

P.O. NUMBER
REF# 2246

SPECIE	DESCRIPTION	FOOTAGE	PSF	AMOUNT
Cherry:10 Spec	• 309740	8417	0.10	841.70

17176

CHECKED BY	DUE DATE
	Credit
	APPROVAL / TAX ID
VOUCHER NUMBER	AMOUNT
V012510	841.70

2012 102.00

TOTAL CREDIT	✓	$841.70

RECEIVED MAR 0 1 2007

Madison - Sanz Ltd.

Madison - Sanz Ltd.
P O Box 5761
High Point, NC 27262

(336) 476-3866
msl644@aol.com

Credit Memo

DATE	CREDIT #
02/27/2007	2300

CREDIT TO	SHIP TO
Edgemate, Inc. P O Box 72 Roaring Springs, PA 16673	Edgemate, Inc. 333 Closson Road Roaring Springs, PA 16673

P.O. NUMBER
REF# 2245

SPECIE	DESCRIPTION	FOOTAGE	PSF	AMOUNT
Walnut:15 Spec	• 283591	3458	0.10	345.80

17176

CHECKED BY | DUE DATE: Credit
APPROVAL | TAX: D
VOUCHER NUMBER: V012511 | AMOUNT: 345.80

2012.102.00

TOTAL CREDIT $345.80

RECEIVED MAR 0 1 2007

Madison - Sanz Ltd.

Madison - Sanz Ltd.
P O Box 5761
High Point, NC 27262

(336) 476-3866
msl644@aol.com

Credit Memo

DATE	CREDIT #
02/27/2007	2301 Credit

CREDIT TO	SHIP TO
Edgemate, Inc. P O Box 72 Roaring Springs, PA 16673	Edgemate, Inc. 333 Closson Road Roaring Springs, PA 16673

P.O. NUMBER
Ref # 2246

SPECIE	DESCRIPTION	FOOTAGE	PSF	AMOUNT
Walnut:10 Spec	• 309738	5840	0.10	584.00
			TOTAL CREDIT	$584.00

17176

CHECKED BY	DUE DATE
	credit
APPROVAL	TAX
	2
VOUCHER NUMBER	AMOUNT
V012512	(584.00)

2012 102-00

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Credit Memo

Madison - Sanz Ltd.
P O Box 5761
High Point, NC 27262

(336) 476-3866
msl644@aol.com

DATE	CREDIT #
02/27/2007	2302 Credit

CREDIT TO	SHIP TO
Edgemate, Inc. P O Box 72 Roaring Springs, PA 16673	Edgemate, Inc. 333 Closson Road Roaring Springs, PA 16673

P.O. NUMBER
Ref# 2283

SPECIE	DESCRIPTION	FOOTAGE	PSF	AMOUNT
Poplar:15 Spec	• 289613	4437	0.14	621.18
	2071			
	17176			
	CHECKED BY: DUE DATE: Credit; APPROVAL; TAX; VOUCHER NUMBER: V01253; AMOUNT: 621.18			
	202 10200			
			TOTAL CREDIT	$621.18

Madison - Sanz Ltd.

Madison - Sanz Ltd.
P O Box 5761
High Point, NC 27262

(336) 476-3866
msl644@aol.com

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Credit Memo

DATE	CREDIT #
02/27/2007	2303

Credit

CREDIT TO	SHIP TO
Edgemate, Inc. P O Box 72 Roaring Springs, PA 16673	Edgemate, Inc. 333 Closson Road Roaring Springs, PA 16673

P.O. NUMBER
Ref # 2283

SPECIE	DESCRIPTION	FOOTAGE	PSF	AMOUNT
Poplar:15 Spec	• 279429	5896	0.14	825.44

2081

17176

CHECKED BY	DUE DATE
PM	credit
	APPROVAL / TAX
VOUCHER NUMBER	AMOUNT
V012514	825.44

2012.10200

TOTAL CREDIT	$825.44

RECEIVED MAR 0 1 2007

Madison - Sanz Ltd.

Madison - Sanz Ltd.
P O Box 5761
High Point, NC 27262

(336) 476-3866
msl644@aol.com

Credit Memo

DATE	CREDIT #
02/27/2007	2304 Credit

CREDIT TO	SHIP TO
Edgemate, Inc. P O Box 72 Roaring Springs, PA 16673	Edgemate, Inc. 333 Closson Road Roaring Springs, PA 16673

P.O. NUMBER
Ref # 2264

SPECIE	DESCRIPTION	FOOTAGE	PSF	AMOUNT
Maple:10 Spec	• 284926	3375	0.09	303.75

17178

CHECKED BY | DUE DATE: Credit
APPROVAL | TAX
VOUCHER NUMBER: V012515 | AMOUNT: 303.75

2012 102.00

TOTAL CREDIT $303.75

RECEIVED MAR 0 1 2007

Madison - Sanz Ltd.

Madison - Sanz Ltd.
P O Box 5761
High Point, NC 27262

(336) 476-3866
msl644@aol.com

Credit Memo

DATE	CREDIT #
02/27/2007	2305 cred

CREDIT TO	SHIP TO
Edgemate, Inc. P O Box 72 Roaring Springs, PA 16673	Edgemate, Inc. 333 Closson Road Roaring Springs, PA 16673

P.O. NUMBER
Ref # 2266

SPECIE	DESCRIPTION	FOOTAGE	PSF	AMOUNT
Red Oak:15 Spec	• 310160	9075	0.035	317.63

17176

CHECKED BY	DUE DATE
	Credit
	APPROVAL / TAX
VOUCHER NUMBER	AMOUNT
012516	(317.63)

2012.102.00

TOTAL CREDIT	$317.63

RECEIVED MAR 0 1 2007

Madison - Sanz Ltd.

Madison - Sanz Ltd.
P O Box 5761
High Point, NC 27262

(336) 476-3866
msl644@aol.com

Credit Memo

DATE	CREDIT #
02/27/2007	2306 Credit

CREDIT TO	SHIP TO
Edgemate, Inc. P O Box 72 Roaring Springs, PA 16673	Edgemate, Inc. 333 Closson Road Roaring Springs, PA 16673

P.O. NUMBER
Ref # 2264

SPECIE	DESCRIPTION	FOOTAGE	PSF	AMOUNT
Maple:15 Spec	• 283626	1934	0.065	125.71

17176

CHECKED BY	DUE DATE
	Credit
	APPROVAL / TAX
VOUCHER NUMBER	AMOUNT
1101517	<125.71>

2012.102.00

TOTAL CREDIT	$125.71

RECEIVED MAR 0 1 2007

Madison - Sanz Ltd.

Madison - Sanz Ltd.
P O Box 5761
High Point, NC 27262

(336) 476-3866
msl644@aol.com

Credit Memo

DATE	CREDIT #
02/27/2007	2307

credit

CREDIT TO	SHIP TO
Edgemate, Inc. P O Box 72 Roaring Springs, PA 16673	Edgemate, Inc. 333 Closson Road Roaring Springs, PA 16673

P.O. NUMBER
Ref # 2262

SPECIE	DESCRIPTION	FOOTAGE	PSF	AMOUNT
Cherry:15 Spec	• 284321	4733	0.065	307.65

17176

CHECKED BY	PAY DATE
	credit
	APPROVAL / TAX
VOUCHER NUMBER: VI012518	AMOUNT: 307.65

2012.102.00

TOTAL CREDIT	$307.65

RECEIVED MAR 0 1 2007

Madison - Sanz Ltd.

Madison - Sanz Ltd.
P O Box 5761
High Point, NC 27262

(336) 476-3866
msl644@aol.com

Credit Memo

DATE	CREDIT #
02/27/2007	2308 credit

CREDIT TO	SHIP TO
Edgemate, Inc. P O Box 72 Roaring Springs, PA 16673	Edgemate, Inc. 333 Closson Road Roaring Springs, PA 16673

P.O. NUMBER
Ref # 2264

SPECIE	DESCRIPTION	FOOTAGE	PSF	AMOUNT
Maple:15 Spec	• 280254	3884	0.065	252.46

17176

CHECKED BY | DUE DATE: Credit
APPROVAL | TAX: N
VOUCHER NUMBER: V012519 | AMOUNT: 252.46

2012 102.00

TOTAL CREDIT	$252.46

RECEIVED MAR 0 1 2007

Madison - Sanz Ltd.

Credit Memo

Madison - Sanz Ltd.
P O Box 5761
High Point, NC 27262

(336) 476-3866
msl644@aol.com

DATE	CREDIT #
02/28/2007	2309 cred

CREDIT TO	SHIP TO
Edgemate, Inc. P O Box 72 Roaring Springs, PA 16673	Edgemate, Inc. 333 Closson Road Roaring Springs, PA 16673

P.O. NUMBER
Ref # 2279

SPECIE	DESCRIPTION	FOOTAGE	PSF	AMOUNT
Walnut:10 Spec	• 307360	4490	0.10	449.00

17176

CHECKED BY | DUE DATE: Credit
APPROVAL | TAX: N
VOUCHER NUMBER: V012520 | AMOUNT: 449.00

2012. 102. 00

TOTAL CREDIT	$449.00

RECEIVED MAR 14 2007

Madison - Sanz Ltd.

Madison - Sanz Ltd.
P O Box 5761
High Point, NC 27262

(336) 476-3866
msl644@northstate.net

3/14 Adam - PJ's

Credit Memo

DATE	CREDIT #
03/14/2007	2311 Orec

CREDIT TO	SHIP TO
Edgemate, Inc. P O Box 72 Roaring Springs, PA 16673	Edgemate, Inc. 333 Closson Road Roaring Springs, PA 16673

P.O. NUMBER
Ref Inv # 2283

SPECIE	DESCRIPTION	FOOTAGE	PSF	AMOUNT
Walnut:10 Spec	• 310299	2093	0.145	303.49
			TOTAL CREDIT	$303.49

17176

CHECKED BY | DUE DATE: credit
APPROVAL | TAX: 10
VOUCHER NUMBER: V012791 | AMOUNT: (303.49)

2012.102.00

Madison - Sanz Ltd.

Madison - Sanz Ltd.
P O Box 5761
High Point, NC 27262

(336) 476-3866
msl644@northstate.net

Credit Memo

DATE	CREDIT #
03/19/2007	2312 cred

RECEIVED MAR 2 9 2007

3/20 Adam FYI

CREDIT TO	SHIP TO
Edgemate, Inc. P O Box 72 Roaring Springs, PA 16673	Edgemate, Inc. 333 Closson Road Roaring Springs, PA 16673

P.O. NUMBER
Ref Inv# 2283

SPECIE	DESCRIPTION	FOOTAGE	PSF	AMOUNT
White Oak:10 Sp	• 308435 Qtrs	2273	0.145	329.59

17174

CHECKED BY	DUE DATE
dlm	credit
	APPROVAL / TAX: N
VOUCHER NUMBER: V012937	AMOUNT: <329.59>

2012.102.00

TOTAL CREDIT	$329.59

RECEIVED MAR 2 0 2007

Madison - Sanz Ltd.

Madison - Sanz Ltd.
P O Box 5761
High Point, NC 27262

(336) 476-3866
msl644@northstate.net

3/20 Adam PYI

Credit Memo

DATE	CREDIT #
03/20/2007	2313 credit

CREDIT TO	SHIP TO
Edgemate, Inc. P O Box 72 Roaring Springs, PA 16673	Edgemate, Inc. 333 Closson Road Roaring Springs, PA 16673

P.O. NUMBER
Ref Inv# 2253

SPECIE	DESCRIPTION	FOOTAGE	PSF	AMOUNT
Hickory:15 Spec	• 283672	4786	0.05	239.30

17176

CHECKED BY | DUE DATE credit
APPROVAL | TAX 10
VOUCHER NUMBER V012939 | AMOUNT 239.30

2012.102.00

TOTAL CREDIT	$239.30

Madison - Sanz Ltd.

Madison - Sanz Ltd.
P O Box 5761
High Point, NC 27262

(336) 476-3866
msl644@northstate.net

RECEIVED APR 1 2 2007

Credit Memo

DATE	CREDIT #
04/02/2007	2315 Cred

CREDIT TO	SHIP TO
Edgemate, Inc. P O Box 72 Roaring Springs, PA 16673	Edgemate, Inc. 333 Closson Road Roaring Springs, PA 16673

P.O. NUMBER
Ref Inv# 2266

SPECIE	DESCRIPTION	FOOTAGE	PSF	AMOUNT
Red Oak:10 Spec	• 310142 Ship Date 1-18-07	5692	0.035	199.22

4/12 Adam Pyf

17176

CHECKED BY | DUE DATE: credit
APPROVAL | TAX
VOUCHER NUMBER: V013492 | AMOUNT: 199.22

CORRECT DEBIT MEMO DATE

TOTAL CREDIT $199.22

FAXED

Edgemate, Inc.
333 E. Closson Road
Roaring Spring, PA. 16673
814.224.5747 fax 814.224.2314

Debit Memo No. 4/4/07 credit

Debit Memo

Supplier

Name: Madison Sanz - Joe Parsons
Address: 14 - B North Robbins Street
City: Thomasville State: NC ZIP: 27360
Phone: 336-476-3866 Fax: 336-472-0239

Date: 4/4/2007
Order No.:
Invoice No.:
Invoice dated:

Qty	Description	Unit Price	TOTAL
1693	Cherry 11 Spec 10' AB Panels Vendor Pallet #309620 Edgemate Pallet #01786 Narrow	$0.065	$110.05
3807	Cherry 15 Spec Door Length Vendor Pallet #284322 Edgemate Pallet #01792	$0.065	$247.46
2650	Hickory 15 Spec Door Length Vendor Pallet #310281 Edgemate Pallet #01787	$0.14	$371.00

17176

CHECKED BY	DATE
lm	credit
APPROVAL	TAX
VOUCHER NUMBER: V015104	AMOUNT: 728.50

2015-102.00

SubTotal	$728.50
Other credits	$0.00
Currency	US Dollars
TOTAL CREDIT	$728.50

Comments:

"Expect the Best"

FAXED 4-10-07

Edgemate, Inc.
333 E. Closson Road
Roaring Spring, PA. 16673
814.224.5747 fax 814.224.2314

Debit Memo No. 4/10/07 credit

Debit Memo

Supplier

Name: Madison Sanz - Joe Parsons
Address: 14 - B North Robbins Street
City: Thomasville State: NC ZIP: 27360
Phone: 336-476-3866 Fax: 336-472-0239

Date: 4/10/2007
Order No.:
Invoice No.:
Invoice dated:

Qty	Description	Unit Price	TOTAL
3776	Red Oak 15 Spec Door Length Vendor Pallet #284488 Edgemate Pallet #02308	$0.040	$151.04

17176

RECORDED BY | DUE DATE: credit
APPROVAL | TAX
VOUCHER NUMBER: V015105 | AMOUNT: <151.04>
2012 102 00

SubTotal	$151.04
Other credits	$0.00
Currency	US Dollars
TOTAL CREDIT	$151.04

Comments:

"Expect the Best"

Edgemate, Inc.
333 E. Closson Road
Roaring Spring, PA. 16673
814.224.5747 fax 814.224.2314

Debit Memo No. 5/11/07 2 cred

Debit Memo

Supplier

Name: Madison Sanz - Joe Parsons
Address: 14 - B North Robbins Street
City: Thomasville State: NC ZIP: 27360
Phone: 336-476-3866 Fax: 336-472-0239

Date: 5/11/2007
Order No.:
Invoice No.:
Invoice dated:

Qty	Description	Unit Price	TOTAL
10379	White Oak 15 Spec Door length	$0.140	$1,453.06
	Vendor Pallet #309605		
	Edgemate Pallet #02701		

17176

CHECKED BY: lm
DUE DATE: credit
APPROVAL:
TAX:
VOUCHER NUMBER: ND15107
AMOUNT: 1453.06

2012102.00

SubTotal	$1,453.06
Other credits	$0.00
Currency	US Dollars
TOTAL CREDIT	$1,453.06

Comments:

Flake, worm holes, mineral

"Expect the Best"

Edgemate, Inc.
333 E. Closson Road
Roaring Spring, PA. 16673
814.224.5747 fax 814.224.2314

Debit Memo No. **5/11/07 Credit**

Debit Memo

Supplier

Name	Madison Sanz - Joe Parsons
Address	14 - B North Robbins Street
City	Thomasville State NC ZIP 27360
Phone	336-476-3866 Fax 336-472-0239

Date	5/11/2007
Order No.	
Invoice No.	
Invoice dated	

Qty	Description	Unit Price	TOTAL
5260	Cherry 11 Spec 10' AB Panels	$0.120	$631.20
	Vendor Pallet #310319		
	Edgemate Pallet #02483		

17176

CHECKED BY: clm | DUE DATE: Credit | APPROVAL | TAX | VOUCHER NUMBER: V013106 | AMOUNT: 631.20

2012 102.00

SubTotal	$631.20
Other credits	$0.00
Currency	US Dollars
TOTAL CREDIT	$631.20

Comments:
Panel Price: .21
Edging Price: .09

"Expect the Best"

Edgemate, Inc.
333 E. Closson Road
Roaring Spring, PA. 16673
814.224.5747 fax 814.224.2314

Debit Memo No. 6/7/07 Credit

Debit Memo

Supplier

Name	Madison Sanz - Joe Parsons
Address	14 - B North Robbins Street
City	Thomasville State NC ZIP 27360
Phone	336-476-3866 Fax 336-472-0239

Date	6/7/2007
Order No.	
Invoice No.	
Invoice dated	

Qty	Description	Unit Price	TOTAL
6329	White Oak 15 Spec Door length	$0.140	$886.06
	Vendor Pallet #284579		
	Edgemate Pallet #02719		

17176

CHECKED BY | DUE DATE Credit
APPROVAL | TAX
VOUCHER NUMBER V015108 | AMOUNT 886.06
202. 102. 00

SubTotal	$886.06
Other credits	$0.00
Currency	US Dollars
TOTAL CREDIT	$886.06

Comments:

Shorts, flake, narrow

"Expect the Best"

Edgemate, Inc.
333 E. Closson Road
Roaring Spring, PA. 16673
814.224.5747 fax 814.224.2314

Debit Memo No. 6/7/07 2 Crec

Debit Memo

Supplier

Name	Madison Sanz - Joe Parsons
Address	14 - B North Robbins Street
City	Thomasville State NC ZIP 27360
Phone	336-476-3866 Fax 336-472-0239

Date	6/7/2007
Order No.	
Invoice No.	
Invoice dated	

Qty	Description	Unit Price	TOTAL
7881	White Oak 10 Spec 8' AB Panel	$0.220	$1,733.82
	Vendor Pallet #284646		
	Edgemate Pallet #02722		

17176

CHECKED BY PM | DUE DATE Credit | APPROVAL | TAX 0

VOUCHER NUMBER V015109 | AMOUNT 1733.82

2012.10200

SubTotal	$1,733.82
Other credits	$0.00
Currency	US Dollars
TOTAL CREDIT	$1,733.82

Comments:

Narrows, Not Qtrd

"Expect the Best"

Veneer Resources Group LLC.

Veneer Resources Group LLC.
P O Box 1736
Jamestown, NC 27282

(336) 884-3982

RECEIVED FEB 2 7 2007

Credit Memo

DATE	CREDIT #
02/27/2007	562 credit

CREDIT TO	SHIP TO
Edgemate, Inc PO Box 72 Roaring Springs, PA 16673	Edgemate, Inc 333 Closson Rd Roaring Springs, PA 16673

Ref Invoice #
526

Service	Description	Amount	Rate	Total
Red Oak:Spec 15	• 310416	3568	0.04	142.72

PO# 186

2/27
ADAM,
FYI

17512

CHECKED BY	DUE DATE	
	Credit	
	APPROVAL	TAX
VOUCHER NUMBER	AMOUNT	
112418	(142.72)	

2012.102.00

3124 A

TOTAL CREDIT	$142.72

Veneer Resources Group LLC.

Credit Memo

Veneer Resources Group LLC.
P O Box 1736
Jamestown, NC 27282

(336) 884-3982

DATE	CREDIT #
03/02/2007	564

3/2 Adam pyf;

RECEIVED MAR 0 2 2007

CREDIT TO	SHIP TO
Edgemate, Inc PO Box 72 Roaring Springs, PA 16673	Edgemate, Inc 333 Closson Rd Roaring Springs, PA 16673

Ref Invoice #
525

Service	Description	Amount	Rate	Total
Hickory:Spec 10	• 310408	7469	0.16	1,195.04

1850

3/20-H

1752

CHECKED BY	SEE DATE
	credit
	APPROVAL / TAX
VOUCHER NUMBER: V01259	AMOUNT: $1195.04

2012-102-00

TOTAL CREDIT	$1,195.04

RECEIVED MAR 0 2 2007

Veneer Resources Group LLC.

Veneer Resources Group LLC.
P O Box 1736
Jamestown, NC 27282

(336) 884-3982

Credit Memo

DATE	CREDIT #
03/02/2007	565

CREDIT TO	SHIP TO
Edgemate, Inc PO Box 72 Roaring Springs, PA 16673	Edgemate, Inc 333 Closson Rd Roaring Springs, PA 16673

Ref Invoice #
526

Service	Description	Amount	Rate	Total
Red Oak:Spec 15	• 310420	3744	0.04	149.76

17512

CHECKED BY	DUE DATE
	credit
	APPROVAL / TAX
VOUCHER NUMBER: V012549	AMOUNT: 149.76

2012 102:00

TOTAL CREDIT	$149.76

Veneer Resources Group LLC.

Veneer Resources Group LLC.
P O Box 1736
Jamestown, NC 27282
(336) 884-3982

Credit Memo

DATE	CREDIT #
03/05/2007	567 credit

RECEIVED MAR 0 6 2007

3/6 Adam FYI

CREDIT TO	SHIP TO
Edgemate, Inc PO Box 72 Roaring Springs, PA 16673	Edgemate, Inc 333 Closson Rd Roaring Springs, PA 16673

PO #
Ref # 526

Service	Description	Amount	Rate	Total
Cherry:Spec 15	• 310407	9291	0.065	603.92

17512

CHECKED BY	DUE DATE
	credit
	APPROVAL / TAX
VOUCHER NUMBER: V012606	AMOUNT: 603.92

2012 . 102 00

3/20/07

TOTAL CREDIT	$603.92

Veneer Resources Group LLC.

Veneer Resources Group LLC.
P O Box 1736
Jamestown, NC 27282

(336) 884-3982

Credit Memo

DATE	CREDIT #
03/05/2007	568 credi

RECEIVED MAR 0 6 2007

3/6 Adam - FYI

CREDIT TO	SHIP TO
Edgemate, Inc PO Box 72 Roaring Springs, PA 16673	Edgemate, Inc 333 Closson Rd Roaring Springs, PA 16673

PO #
Ref # 526

Service	Description	Amount	Rate	Total
Red Oak:Spec 15	• 310409	4977	0.04	199.08

17572

CHECKED BY	DUE DATE
	credit
	APPROVAL / TAX
VOUCHER NUMBER: V012607	AMOUNT: 199.08

2012. 102.00

3/20 JH

TOTAL CREDIT	$199.08

Veneer Resources Group LLC.

Veneer Resources Group LLC.
P O Box 1736
Jamestown, NC 27282

(336) 884-3982

3/9
Adam
FYI

RECEIVED MAR 0 9 2007

Credit Memo

DATE	CREDIT #
03/08/2007	572 credit

CREDIT TO	SHIP TO
Edgemate, Inc PO Box 72 Roaring Springs, PA 16673	Edgemate, Inc 333 Closson Rd Roaring Springs, PA 16673

Ref Inv.#
536

Service	Description	Amount	Rate	Total
Maple:Spec 10	• 306961	26655	0.16	4,264.80

2095

17512

CHECKED BY	DUE DATE
	credit
APPROVAL	TAX
VOUCHER NUMBER: V012700	AMOUNT: 4264.80

3/20 = H

2012 102 00

TOTAL CREDIT	$4,264.80

Veneer Resources Group LLC.

Veneer Resources Group LLC.
P O Box 1736
Jamestown, NC 27282

(336) 884-3982

Credit Memo

DATE	CREDIT #
03/21/2007	581 credit

+581 Add

Adam- FYI

RECEIVED MAR 2 2 2007

CREDIT TO	SHIP TO
Edgemate, Inc PO Box 72 Roaring Springs, PA 16673	Edgemate, Inc 333 Closson Rd Roaring Springs, PA 16673

Ref Inv.#
541

Service	Description	Amount	Rate	Total
Cherry:Spec 10	• 310559	9926	0.19	1,885.94

1714

17572

CHECKED BY: lm | DUE DATE: credit | APPROVAL | TAX | VOUCHER NUMBER: V013022 | AMOUNT: 992.60

2012.102-00

had income and entered the amt on this one different- to = 1885

CHECKED BY: lm | DUE DATE: credit | APPROVAL | TAX | VOUCHER NUMBER: V015111 | AMOUNT: 893.34

2012.102-00

TOTAL CREDIT	$1,885.94

Veneer Resources Group LLC.

Veneer Resources Group LLC.
P O Box 1736
Jamestown, NC 27282

(336) 884-3982

Credit Memo

DATE	CREDIT #
03/22/2007	589 cred

323 Adam pyf

RECEIVED MAR 2 3 2007

CREDIT TO	SHIP TO
Edgemate, Inc PO Box 72 Roaring Springs, PA 16673	Edgemate, Inc 333 Closson Rd Roaring Springs, PA 16673

Ref Inv.#
540

Service	Description	Amount	Rate	Total
Poplar:Spec 15	• 289644	3394	0.14	475.16

1723

17512

CHECKED BY	DUE DATE
	credit
	APPROVAL / TAX
VOUCHER NUMBER: V013053	AMOUNT: 475.16

2012.102.00

TOTAL CREDIT	$475.16

Edgemate, Inc.

INVOICE

333 Closson Road
Roaring Spring, PA 16673 814-224-5717

SOLD TO:
Joe Parsons
Madison Sanz/Veneer Resources

SHIPPED TO:
Same As Above

INVOICE NUMBER	32207
INVOICE DATE	03/22/07
OUR ORDER NUMBER	
YOUR ORDER NUMBER	
TERMS	
SALES REP	
SHIPPED VIA	
F.O.B.	
PREPAID or COLLECT	

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
25 hours	Time spent by Karla Keagy to repackage rejected/ unacceptable wood - 1 hr/day for 5 wks. - To be credited against Veneer Resources invoices.	12.500	312.50
		BALANCE DUE	312.50
		TAX	
		FREIGHT	
			$312.50 PAY THIS AMOUNT

Questions concerning this invoice?
Call: Suzanne McNally
814-224-5717

MAKE ALL CHECKS PAYABLE TO:

EDGEMATE, INC.

THANK YOU FOR YOUR BUSINESS!

17512

CHECKED BY	DUE DATE
	credit
	APPROVAL / TAX
VOUCHER NUMBER V013431	AMOUNT 312.50

2012.102.00

Edgemate, Inc.
333 E. Closson Road
Roaring Spring, PA. 16673
814.224.5747 fax 814.224.2314

Debit Memo No. 3/27/07

Debit Memo

Supplier

Name	Veneer Resources - Joe Parsons
Address	14 - B North Robbins Street
City	Thomasville State NC ZIP 27360
Phone	336-476-3866 Fax 336-472-0239

Date	3/27/2007 Credit
Order No.	
Invoice No.	
Invoice dated	

Qty	Description	Unit Price	TOTAL
10,229	Cherry 15 Spec Door Length Vendor Pallet #310405 Edgemate Pallet #01734 Black marks, sugar	$0.155	$1,585.50

17512

CHECKED BY DUE DATE 6/4/2007
APPROVAL PAID
VOUCHER NUMBER VO18095 AMOUNT 1585.50

2012-102 00

SubTotal	$1,585.50
Other credits	$0.00
Currency	US Dollars
TOTAL CREDIT	$1,585.50

Comments:

"Expect the Best"

Edgemate, Inc.
333 E. Closson Road
Roaring Spring, PA. 16673
814.224.5747 fax 814.224.2314

Debit Memo No. **4/2/07**

Debit Memo

Supplier

Name	Veneer Resources - Joe Parsons
Address	14 - B North Robbins Street
City	Thomasville State NC ZIP 27360
Phone	336-476-3866 Fax 336-472-0239

Date	4/2/2007 credit
Order No.	
Invoice No.	
Invoice dated	

Qty	Description	Unit Price	TOTAL
11,576	Maple 10 Spec 8' AB Panel	$0.160	$1,852.16
	Vendor Pallet #310602		
	Edgemate Pallet #01738		

17512

CHECKED BY | DUE DATE: credit
APPROVAL | TAX
VOUCHER NUMBER: VO 150916 | AMOUNT: 1852.16

2012.102.00

SubTotal	$1,852.16
Other credits	$0.00
Currency	US Dollars
TOTAL CREDIT	$1,852.16

Comments:

"Expect the Best"

Edgemate, Inc.
333 E. Closson Road
Roaring Spring, PA. 16673
814.224.5747 fax 814.224.2314

Debit Memo No. 4/2/07 -2

Debit Memo

Supplier

Name	Veneer Resources - Joe Parsons
Address	14 - B North Robbins Street
City	Thomasville State NC ZIP 27360
Phone	336-476-3866 Fax 336-472-0239

Date	4/2/2007 Credit
Order No.	
Invoice No.	
Invoice dated	

Qty	Description	Unit Price	TOTAL
3,811	Poplar 15 Spec Door Length Vendor Pallet #289650 Edgemate Pallet #01746 Purple lines, large dark lines and holes	$0.140	533.54

17512

CHECKED BY | DUE DATE: Credit
APPROVAL | TAX
VOUCHER NUMBER: V015097 | AMOUNT: 533.54
2012. 102 00

SubTotal	$0.00
Other credits	
Currency	US Dollars
TOTAL CREDIT	$0.00

Comments:

"Expect the Best"

Edgemate, Inc.
333 E. Closson Road
Roaring Spring, PA. 16673
814.224.5747 fax 814.224.2314

Debit Memo No. 4/9/07 Cr Dt

Debit Memo

Supplier

Name	Veneer Resources - Joe Parsons
Address	14 - B North Robbins Street
City	Thomasville State NC ZIP 27360
Phone	336-476-3866 Fax 336-472-0239

Date	4/9/2007 Credit
Order No.	
Invoice No.	
Invoice dated	

Qty	Description	Unit Price	TOTAL
7264	Walnut 10 Spec 8' AB Panels Vendor Pallet #310687 Edgemate Palelt #01796	$0.10	$726.40
6803	Maple 15 Spec Door Length Vendor Pallet #310404 Edgemate Pallet #01790	$0.065	$442.20

17512

CHECKED BY: [illegible] DUE DATE: Credit
APPROVAL: [illegible] PAID
VOUCHER NUMBER: V015098 AMOUNT: $1168.60

2012 102 00

SubTotal	$1,168.60
Other credits	$0.00
Currency	US Dollars
TOTAL CREDIT	$1,168.60

Comments:

"Expect the Best"

Edgemate, Inc.
333 E. Closson Road
Roaring Spring, PA. 16673
814.224.5747 fax 814.224.2314

Debit Memo No. 4/10/07 200

Debit Memo

Supplier

Name	Veneer Resources - Joe Parsons
Address	14 - B North Robbins Street
City	Thomasville State NC ZIP 27360
Phone	336-476-3866 Fax 336-472-0239

Date	4/10/2007 credit
Order No.	
Invoice No.	
Invoice dated	

Qty	Description	Unit Price	TOTAL
14,458	Hickory 10 Spec 8' AB Panels Vendor Pallet #310410 Edgemate Pallet #01897	$0.160	$2,313.28
2824	Cherry 10 Spec 8' AB Panels Vendor Pallet #310558 Edgemate Pallet #01898	$0.10	$282.40

17512

CHECKED BY	DUE DATE
	credit
	APPROVAL / TAX
VOUCHER NUMBER V015100	AMOUNT 2595.68

SubTotal	$2,595.68
Other credits	$0.00
Currency	US Dollars
TOTAL CREDIT	$2,595.68

Comments:

"Expect the Best"

Edgemate, Inc.
333 E. Closson Road
Roaring Spring, PA. 16673
814.224.5747 fax 814.224.2314

Debit Memo No. 4/10/07 credit

Debit Memo

Supplier

Name	Veneer Resources - Joe Parsons
Address	14 - B North Robbins Street
City	Thomasville State NC ZIP 27360
Phone	336-476-3866 Fax 336-472-0239

Date	4/10/2007 Credit
Order No.	
Invoice No.	
Invoice dated	

Qty	Description	Unit Price	TOTAL
15,912	Red Oak 10 Spec 8' AB Panels Vendor Pallet #205139 Edgemate Pallet #02315	$0.035	$556.92
5464	Cherry 10 Spec 8' AB Panels Vendor Pallet #310557 Edgemate Pallet #02354	$0.10	$546.40

17512

CHECKED BY: lm | DUE DATE: credit
APPROVAL | DATE
VOUCHER NUMBER: V015099 | AMOUNT: K 103.32

2012-102-00

SubTotal	$1,103.32
Other credits	$0.00
Currency	US Dollars
TOTAL CREDIT	$1,103.32

Comments:

"Expect the Best"

Edgemate, Inc.
333 E. Closson Road
Roaring Spring, PA. 16673
814.224.5747 fax 814.224.2314

Debit Memo No. 4/17/07 Credit

Debit Memo

Supplier

Name	Veneer Resources - Joe Parsons
Address	14 - B North Robbins Street
City	Thomasville State NC ZIP 27360
Phone	336-476-3866 Fax 336-472-0239

Date	4/17/2007
Order No.	
Invoice No.	
Invoice dated	

Qty	Description	Unit Price	TOTAL
14,049	Maple 15 Spec Door Length	$0.160	$2,247.84
	Vendor Pallet #310366		
	Edgemate Pallet #02358		
	Rotten holes, long mineral streaks		

17512

CHECKED BY | DUE DATE: Credit
APPROVAL | TAX
VOUCHER NUMBER: V015101 | AMOUNT: $2247.84

292.10200

SubTotal	$2,247.84
Other credits	$0.00
Currency	US Dollars
TOTAL CREDIT	$2,247.84

Comments:

"Expect the Best"

Edgemate, Inc.
333 E. Closson Road
Roaring Spring, PA. 16673
814.224.5747 fax 814.224.2314

R2

Debit Memo No. 4/23/07 Credit

Debit Memo

Supplier

Name	Veneer Resources - Joe Parsons
Address	14 - B North Robbins Street
City	Thomasville State NC ZIP 27360
Phone	336-476-3866 Fax 336-472-0239

Date	4/23/2007
Order No.	
Invoice No.	
Invoice dated	

Qty	Description	Unit Price	TOTAL
21,816	Red Oak 10 Spec 8' AB Panels	$0.105	$2,290.68
	Vendor Pallet #310627		
	Edgemate Pallet #02379		

17512

CHECKED BY: RM
DUE DATE: Credit
APPROVAL:
TAX: NO
VOUCHER NUMBER: V015102
AMOUNT: 2290.68

SubTotal	$2,290.68
Other credits	$0.00
Currency	US Dollars
TOTAL CREDIT	$2,290.68

Comments:
Do Not Stock Qtrs. - Purchased Flat Cut

"Expect the Best"

Edgemate, Inc.
333 E. Closson Road
Roaring Spring, PA. 16673
814.224.5747 fax 814.224.2314

Debit Memo No. 4/30/07 Credit

Debit Memo

Supplier

Name	Veneer Resources - Joe Parsons
Address	14 - B North Robbins Street
City	Thomasville State NC ZIP 27360
Phone	336-476-3866 Fax 336-472-0239

Date	4/30/2007
Order No.	
Invoice No.	
Invoice dated	

Qty	Description	Unit Price	TOTAL
5,079	Cherry 15 Spec Door Length	$0.065	$330.14
	Vendor Pallet #279875		
	Edgemate Pallet #02416		

17512

CHECKED BY | DUE DATE: Credit
APPROVAL | TAX
VOUCHER NUMBER: N015103 | AMOUNT: 330.14

2012.102.00

SubTotal	$330.14
Other credits	$0.00
Currency	US Dollars
TOTAL CREDIT	$330.14

Comments:

"Expect the Best"

Edgemate, Inc.
333 E. Closson Road
Roaring Spring, PA. 16673
814.224.5747 fax 814.224.2314

Debit Memo No. 6/18/07 Cre.

Debit Memo

Supplier

Name	Madison Sanz - Joe Parsons
Address	14 - B North Robbins Street
City	Thomasville State NC ZIP 27360
Phone	336-476-3866 Fax 336-472-0239

Date	6/18/2007
Order No.	
Invoice No.	
Invoice dated	

Qty	Description	Unit Price	TOTAL
36264	Rift Red Oak 10 Spec 8' AB Panel	$0.160	$5,802.24
	Vendor Pallet #310324		
	Edgemate Pallet #00513		

17176

CHECKED BY | DUE DATE: Credit
APPROVAL | TAX
VOUCHER NUMBER: V015110 | AMOUNT: 5802.24

2012 102 00

SubTotal	$5,802.24
Other credits	$0.00
Currency	US Dollars
TOTAL CREDIT	$5,802.24

Comments:

"Expect the Best"

Applied credits

0. *
4,426.07 +
10,484.46 +
2,877.56 +
1,492.92 +
4,482.77 +
2,185.35 +
2,000.00 +
8,559.11 +
1,819.72 +
2,856.00 +
2,802.00 +
1,406.24 +
4,180.40 +
474.67 +
655.34 +
639.66 +
159.67 +
174.51 +
356.90 +
236.32 +
387.17 +
360.68 +
1,849.98 +
618.66 +
4,400.24 +
025.....
59,886.40 *

EXHIBIT
3
MC 2/4/09

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

FORCEY LUMBER COMPANY, a corporation,
Plaintiff

vs.

EDGEMATE INC., a corporation,
Defendant

vs.

JOE PARSON, d/b/a VENEER RESOURCES GROUP, LLC and JOE PARSONS, d/b/a MADISON-SANZ Ltd. and VENEER RESOURCES GROUP, LLC, and VANEER RESOURCES GROUP, Ltd.,
Additional Defendants

CIVIL DIVISION

No. 07-714-CD

Type of Pleading:
SUPPLEMENTAL RESPONSE TO REQUEST FOR PRODUCTION OF DOCUMENTS

Filed on Behalf of:

Defendant

Counsel of Record for This Party:

Matthew B. Taladay, Esq.
Supreme Court No. 49663
Hanak, Guido and Taladay
528 Liberty Boulevard
P. O. Box 487
DuBois, PA 15801

814-371-7768

Edgemate Inc.
Vendor History Report

Vendor 17176, Start date 1/1/2005
Entity: USWT

Vendor ID / Voucher ID	Invoice ID	Inst No	Inv Date	Entity	Due Now	Discount taken	Debit	Credit	Balance
Control #	Check #	Check Date							
17176	Madison Sanz LTD.								
US DOLLAR									0.00
	Beginning Balance:								-4,426.07
V002717	1475		02/01/2006	USWT	Fully Appl			4,426.07	
V002835	1480		02/01/2006	USWT	Paid			9,029.30	4,603.23
V002836	1480 A		02/01/2006	USWT	Paid			6,079.05	10,682.28
V002837	1480 B		02/01/2006	USWT	Paid			8,738.39	19,420.67
V002838	1480 C		02/01/2006	USWT	Paid			11,897.04	31,317.71
V002698	1481		02/01/2006	USWT	Paid			5,280.96	36,598.67
V002985	1512		02/08/2006	USWT	Paid			4,581.18	41,179.85
V002986	1512A		02/08/2006	USWT	Paid			58,051.00	99,230.85
V002987	1512B		02/08/2006	USWT	Paid			435.84	99,666.69
1254	2293		02/10/2006	USWT		52.81	5,228.15		94,385.73
1254	2293		02/10/2006	USWT			-4,426.07		98,811.80
1254	2293		02/10/2006	USWT		90.29	8,939.01		89,782.50
1254	2293		02/10/2006	USWT		60.79	6,018.26		83,703.45
1254	2293		02/10/2006	USWT		87.38	8,651.01		74,965.06
1254	2293		02/10/2006	USWT		118.97	11,778.07		63,068.02
1254	2293		02/10/2006	USWT					52,583.56
V003092	1529		02/16/2006	USWT	Fully Appl			10,484.46	
V003207	1532 A		02/16/2006	USWT	Paid			16,081.45	68,665.01
V003208	1532 B		02/16/2006	USWT	Paid			11,865.63	80,530.64
V003209	1532 C		02/16/2006	USWT	Paid			9,630.32	90,160.96
V003210	1532 D		02/16/2006	USWT	Paid			1,144.08	91,305.04
V003180	1533		02/16/2006	USWT	Paid			8,176.62	99,481.66
V003181	1534		02/16/2006	USWT	Paid			672.12	100,153.78
1342	2376		02/17/2006	USWT		45.81	4,535.37		95,572.60
1342	2376		02/17/2006	USWT		580.51	57,470.49		37,521.60
1342	2376		02/17/2006	USWT		4.36	431.48		37,085.76
V003378	1547		02/23/2006	USWT	Paid			15,929.90	53,015.66
V003399	1548		02/23/2006	USWT	Paid			18,128.41	71,144.07
1407	2443		02/24/2006	USWT			-10,484.46		81,628.53
1407	2443		02/24/2006	USWT		81.77	8,094.85		73,451.91
1407	2443		02/24/2006	USWT		6.72	665.40		72,779.79
1407	2443		02/24/2006	USWT		160.81	15,920.64		56,698.34
1407	2443		02/24/2006	USWT		118.66	11,746.97		44,832.71
1407	2443		02/24/2006	USWT		96.30	9,534.02		35,202.39
1407	2443		02/24/2006	USWT		11.44	1,132.64		34,058.31
V003430	1559		03/02/2006	USWT	Paid			10,398.97	44,457.28
V003500	1561		03/02/2006	USWT	Paid			51,270.52	95,727.80
1480	2513		03/03/2006	USWT		159.30	15,770.60		79,797.90
1480	2513		03/03/2006	USWT		181.28	17,947.13		61,669.49
V003672	1575-A		03/09/2006	USWT	Paid			6,113.80	67,783.29
V003673	1575-B		03/09/2006	USWT	Paid			54,607.99	122,391.28

Vendor 17176, Start date 1/1/2005
Entity: USWT

Vendor ID / Voucher ID / Control #	Vendor Name / Invoice ID / Check #	Inst No / Check Date	Inv Date	Entity	Due Now	Discount taken	Debit	Credit	Balance
									111,992.31
1554	2585		03/10/2006	USWT		103.99	10,294.98		60,721.79
1554	2585		03/10/2006	USWT		512.71	50,757.81		54,607.99
1641	2673		03/17/2006	USWT		61.14	6,052.66		0.00
1641	2673		03/17/2006	USWT		546.08	54,061.91		50,698.34
V004102	1603		03/23/2006	USWT	Paid			50,698.34	80,908.75
V004216	1617,1627		03/28/2006	USWT	Paid			30,210.41	83,116.17
V004176	1627		03/30/2006	USWT	Paid			2,207.42	80,238.61
V004135	1637		03/31/2006	USWT	Fully Appli		-2,877.56		29,540.27
1785	2815		03/31/2006	USWT		506.98	50,191.36		-670.14
1867	2897		04/07/2006	USWT		302.10	29,908.31		-2,877.56
1867	2897		04/07/2006	USWT		22.07	2,185.35		0.00
1867	2897		04/07/2006	USWT			-2,877.56		6,336.45
V004682	1658 A		04/11/2006	USWT	Paid			6,336.45	10,899.69
V004683	1658 B		04/11/2006	USWT	Paid			4,563.24	11,438.69
V004684	1658 C		04/11/2006	USWT	Paid			539.00	32,805.17
V004685	1658 D		04/11/2006	USWT	Paid			21,366.48	34,491.37
V004686	1658 E		04/11/2006	USWT	Paid			1,686.20	42,936.40
V004658	1665		04/11/2006	USWT	Paid			8,445.03	41,443.48
V004509	1677		04/13/2006	USWT	Fully Appli		-1,492.92		59,515.90
V004678	1682		04/18/2006	USWT	Paid			18,072.42	87,291.26
V004679	1682 A		04/18/2006	USWT	Paid			27,775.36	95,103.30
V004680	1682 B		04/18/2006	USWT	Paid			7,812.04	104,363.89
V004681	1682 C		04/18/2006	USWT	Paid			9,260.59	108,103.89
V004677	1683		04/18/2006	USWT	Paid			3,740.00	103,621.12
V004756	1702		04/21/2006	USWT	Fully Appli		-4,482.77		95,176.09
2051	3076		04/21/2006	USWT		84.45	8,360.58		88,839.64
2051	3076		04/21/2006	USWT		63.36	6,273.09		84,276.40
2051	3076		04/21/2006	USWT		45.63	4,517.61		83,737.40
2051	3076		04/21/2006	USWT		5.39	533.61		62,370.92
2051	3076		04/21/2006	USWT		213.66	21,152.82		60,684.72
2051	3076		04/21/2006	USWT		16.86	1,669.34		62,177.64
2051	3076		04/21/2006	USWT			-1,492.92		77,063.61
V005042	1712A		04/26/2006	USWT	Paid			14,885.97	119,928.11
V005043	1712B		04/26/2006	USWT	Paid			42,864.50	116,188.11
2129	3154		04/28/2006	USWT		37.40	3,702.60		98,115.69
2129	3154		04/28/2006	USWT		180.72	17,891.70		70,340.33
2129	3154		04/28/2006	USWT		277.75	27,497.61		62,528.29
2129	3154		04/28/2006	USWT		78.12	7,733.92		53,267.70
2129	3154		04/28/2006	USWT		92.61	9,167.98		57,750.47
2129	3154		04/28/2006	USWT			-4,482.77		42,864.50
2210	3235		05/05/2006	USWT		148.86	14,737.11		0.00
2210	3235		05/05/2006	USWT		428.65	42,435.85		47,155.25
V005200	1738		05/05/2006	USWT	Paid			47,155.25	44,969.90
V005175	1743		05/05/2006	USWT	Fully Appli		-2,185.35		42,969.90
V005690	1756		05/08/2006	USWT	Fully Appli		-2,000.00		45,155.25
2300	3329		05/12/2006	USWT			-2,185.35		

Vendor 17176, Start date 1/1/2005
Entity: USWT

Vendor ID / Voucher ID / Control #	Vendor Name / Invoice ID / Check #	Inst No / Check Date	Inv Date	Entity	Due Now	Discount taken	Debit	Credit	Balance
									-2,000.00
2300	3329		05/12/2006	USWT		471.55	46,683.70		3,072.70
V005705	1761 A		05/17/2006	USWT	Paid			5,072.70	47,079.58
V005725	1761 B		05/17/2006	USWT	Paid			44,006.88	83,350.85
V005691	1739		05/22/2006	USWT	Paid			36,271.27	91,773.74
V005708	1796 A		05/24/2006	USWT	Paid			8,422.89	93,401.08
V005709	1796 B		05/24/2006	USWT	Paid			1,627.34	95,785.18
V005710	1796 C		05/24/2006	USWT	Paid			2,384.10	97,785.18
2458	3482		05/26/2006	USWT			-2,000.00		92,712.48
2458	3482		05/26/2006	USWT		50.73	5,021.97		48,705.60
2458	3482		05/26/2006	USWT		440.07	43,566.81		12,434.33
2458	3482		05/26/2006	USWT		362.71	35,908.56		4,011.44
2484	3507		05/31/2006	USWT		84.23	8,338.66		2,384.10
2484	3507		05/31/2006	USWT		16.27	1,611.07		0.00
2484	3507		05/31/2006	USWT		23.84	2,360.26		46,176.94
V006373	1827/CM1		06/13/2006	USWT	Paid			46,176.94	54,671.45
V006161	1869 A		06/13/2006	USWT	Paid			8,494.51	95,102.14
V006372	1869/CM1		06/13/2006	USWT	Paid			40,430.69	118,095.96
V006377	1795/1898		06/13/2006	USWT	Paid			22,993.82	109,536.85
V006371	1897		06/21/2006	USWT	Fully Appli		-8,559.11		101,042.34
2775	3799		06/23/2006	USWT		84.95	8,409.56		60,611.65
2775	3799		06/23/2006	USWT		404.31	40,026.38		14,434.71
2775	3799		06/23/2006	USWT		461.77	45,715.17		-8,559.11
2775	3799		06/23/2006	USWT		229.94	22,763.88		0.00
2775	3799		06/23/2006	USWT			-8,559.11		24,462.11
V006667	1905		06/27/2006	USWT	Paid			24,462.11	35,423.23
V006668	1918		06/27/2006	USWT	Paid			10,961.12	57,073.48
V006669	1929		06/29/2006	USWT	Paid			21,650.25	32,611.37
2914	3928		07/07/2006	USWT		244.62	24,217.49		21,650.25
2914	3928		07/07/2006	USWT		109.61	10,851.51		0.00
2914	3928		07/07/2006	USWT		216.50	21,433.75		7,282.70
V007098	1943		07/14/2006	USWT	Paid			7,282.70	46,748.98
V007099	1954 A		07/14/2006	USWT	Paid			39,466.28	78,839.64
V007100	1954 B		07/14/2006	USWT	Paid			32,090.66	84,495.24
V007150	1971		07/20/2006	USWT	Paid			5,655.60	77,212.54
3103	4122		07/21/2006	USWT		72.83	7,209.87		37,746.26
3103	4122		07/21/2006	USWT		394.66	39,071.62		5,655.60
3103	4122		07/21/2006	USWT		320.91	31,769.75		0.00
3188	4199		07/28/2006	USWT		56.56	5,599.04		42,835.36
V007368	1981		07/28/2006	USWT	Paid			42,835.36	41,015.64
V007251	MADSAN7		07/28/2006	USWT	Fully Appli		-1,819.72		42,835.36
							-1,819.72		0.00
3260	4270		08/04/2006	USWT		428.35	42,407.01		-6,769.62
3260	4270		08/04/2006	USWT			6,769.62		397.10
V009736	ED060808		08/08/2006	USWT	Fully Appli			7,166.72	32,038.69
V007729	2013 A		08/09/2006	USWT	Paid			31,641.59	42,151.03
V007730	2013 B		08/09/2006	USWT	Paid			10,112.34	
V007731	2018		08/11/2006	USWT	Paid				

Vendor 17176, Start date 1/1/2005
Entity: USWT

Vendor ID	Vendor Name								
Voucher ID	Invoice ID	Inst No	Inv Date	Entity	Due Now	Discount taken	Debit	Credit	Balance
Control #	Check #		Check Date						
								11,791.21	53,942.24
V007728	2001		08/11/2006	USWT	Paid			7,178.50	61,120.74
V007885	2019		08/15/2006	USWT	Paid			9,570.44	70,691.18
V007929	2035		08/15/2006	USWT	Paid				67,835.18
V007749	2048 Cred		08/17/2006	USWT	Fully Appl		-2,856.00		60,668.46
3422	4429		08/18/2006	USWT		71.67	7,095.05		29,026.87
3422	4429		08/18/2006	USWT		316.42	31,325.17		17,235.66
3422	4429		08/18/2006	USWT		117.91	11,673.30		7,123.32
3422	4429		08/18/2006	USWT		101.12	10,011.22		9,979.32
3422	4429		08/18/2006	USWT			-2,856.00	25,042.87	35,022.19
V007933	2049/2065		08/20/2006	USWT	Paid			1,281.00	36,303.19
V007930	2063		08/23/2006	USWT	Paid				29,124.69
3486	4492		08/25/2006	USWT		71.79	7,106.71		19,554.25
3486	4492		08/25/2006	USWT		95.70	9,474.74	31,476.28	51,030.53
V008170	2077		08/28/2006	USWT	Paid			19,011.11	70,041.64
V008171	2078/2097		08/28/2006	USWT	Paid				67,239.64
V008172	2089		08/29/2006	USWT	Fully Appl		-2,802.00		42,196.77
3530	4533		08/30/2006	USWT		250.43	24,792.44		40,915.77
3530	4533		08/30/2006	USWT		12.81	1,268.19		9,439.49
3611	4612		09/05/2006	USWT		314.76	31,161.52		-9,571.62
3611	4612		09/05/2006	USWT		190.11	18,821.00		-6,769.62
3611	4612		09/05/2006	USWT			-2,802.00	12,905.48	6,135.86
V008439	2098		09/07/2006	USWT	Paid			5,740.00	11,875.86
V008441	2110		09/07/2006	USWT	Paid			2,318.94	14,194.80
V008440	2129		09/07/2006	USWT	Paid			11,233.32	25,428.12
V008442	2114		09/11/2006	USWT	Paid			44,289.65	69,717.77
V008614	2132/2139		09/14/2006	USWT	Paid				56,812.29
3738	4736		09/15/2006	USWT		129.05	12,776.43		54,493.35
3738	4736		09/15/2006	USWT		23.19	2,295.75		48,753.35
3738	4736		09/15/2006	USWT		57.40	5,682.60		37,520.03
3774	4768		09/19/2006	USWT		112.33	11,120.99	27,918.54	65,438.57
V008751	2135		09/19/2006	USWT	Paid			4,898.20	70,336.77
V008750	2111		09/19/2006	USWT	Paid				26,047.12
3817	4814		09/22/2006	USWT		442.90	43,846.75	13,474.25	39,521.37
V008783	2138		09/25/2006	USWT	Paid			1,875.49	41,396.86
V008752	2147 A		09/25/2006	USWT	Paid			13,118.62	54,515.48
V008753	2147 B		09/25/2006	USWT	Paid				49,617.28
3870	4862		09/29/2006	USWT		48.98	4,849.22		21,698.74
3870	4862		09/29/2006	USWT		279.19	27,639.35		19,823.25
3899	4889		10/03/2006	USWT		18.75	1,856.74		6,704.63
3899	4889		10/03/2006	USWT		131.19	12,987.43		-6,769.62
3899	4889		10/03/2006	USWT		134.74	13,339.51		-8,175.86
V008991	MADSAN		10/03/2006	USWT	Fully Appl		-1,406.24	33,323.90	25,148.04
V009054	2153		10/05/2006	USWT	Paid			2,196.92	27,344.96
V009064	2155 A		10/05/2006	USWT	Paid			9,396.33	36,741.29
V009065	2155 B		10/05/2006	USWT	Paid			8,689.45	45,430.74
V009053	2158		10/05/2006	USWT	Paid				

Vendor 17176, Start date 1/1/2005
Entity: USWT

Vendor ID / Voucher ID / Control #	Vendor Name / Invoice ID / Check #	Inst No / Check Date	Inv Date	Entity	Due Now	Discount taken	Debit	Credit	Balance
								8,456.12	53,886.86
V009144	2164		10/11/2006	USWT	Paid				49,706.46
V009129	2166		10/11/2006	USWT	Fully Appli		4,180.40		51,112.70
4034	5019		10/13/2006	USWT			-1,406.24		42,423.25
4034	5019		10/13/2006	USWT		86.89	8,602.56		9,099.35
4034	5019		10/13/2006	USWT		333.24	32,990.66		6,902.43
4034	5019		10/13/2006	USWT		21.97	2,174.95		-2,493.90
4034	5019		10/13/2006	USWT		93.96	9,302.37		1,686.50
4034	5019		10/13/2006	USWT			-4,180.40		-6,769.62
4103	5085		10/20/2006	USWT		84.56	8,371.56		17,965.86
V009467	2176		10/23/2006	USWT	Paid			24,735.48	34,725.50
V009731	2185		10/27/2006	USWT	Paid			16,759.64	9,990.02
4191	5169		10/31/2006	USWT		247.35	24,488.13		16,759.64
4241	5217		11/03/2006	USWT			-6,769.62		0.00
4241	5217		11/03/2006	USWT		167.60	16,592.04		34,332.31
V009980	2199		11/07/2006	USWT	Paid			34,332.31	77,717.47
V010177	2203		11/16/2006	USWT	Paid			43,385.16	43,385.16
4399	5374		11/17/2006	USWT		343.32	33,988.99		0.00
4451	5475		11/21/2006	USWT		433.85	42,951.31		25,334.67
V010460	2220 A		11/28/2006	USWT	Paid			25,334.67	29,589.48
V010461	2220 B		11/28/2006	USWT	Paid			4,254.81	40,963.83
V010321	2205		11/30/2006	USWT	Paid			11,374.35	54,134.71
V010462	2227		12/04/2006	USWT	Paid			13,170.88	76,597.04
V010601	2228		12/04/2006	USWT	Paid			22,462.33	83,712.54
V010694	2231 A		12/08/2006	USWT	Paid			7,115.50	111,496.06
V010695	2231 B		12/08/2006	USWT	Paid			27,783.52	86,161.39
4666	5682		12/08/2006	USWT		253.35	25,081.32		81,906.58
4666	5682		12/08/2006	USWT		42.55	4,212.26		70,532.23
4666	5682		12/08/2006	USWT		113.74	11,260.61		57,361.35
4698	5713		12/12/2006	USWT		131.71	13,039.17		34,899.02
4698	5713		12/12/2006	USWT		224.62	22,237.71		58,930.25
V010778	2235 A		12/13/2006	USWT	Paid			24,031.23	64,259.42
V010779	2235 B		12/13/2006	USWT	Paid			5,329.17	77,128.50
V010935	2238 A		12/14/2006	USWT	Paid			12,869.08	82,853.30
V010936	2238 B		12/14/2006	USWT	Paid			5,724.80	100,799.80
V010937	2238 C		12/14/2006	USWT	Paid			17,946.50	103,675.40
V010938	2238 D		12/14/2006	USWT	Paid			2,875.60	110,679.88
V010939	2238 E		12/14/2006	USWT	Paid			7,004.48	103,564.38
4744	5755		12/15/2006	USWT		71.16	7,044.34		75,780.86
4744	5755		12/15/2006	USWT		277.84	27,505.68		51,749.63
4818	5831		12/22/2006	USWT		240.31	23,790.92		46,420.46
4818	5831		12/22/2006	USWT		53.29	5,275.88		33,551.38
4818	5831		12/22/2006	USWT		128.69	12,740.39		27,826.58
4818	5831		12/22/2006	USWT		57.25	5,667.55		9,880.08
4818	5831		12/22/2006	USWT		179.47	17,767.03		7,004.48
4818	5831		12/22/2006	USWT		28.76	2,846.84		0.00
4818	5831		12/22/2006	USWT		70.04	6,934.44		

Vendor 17176, Start date 1/1/2005
Entity: USWT

Vendor ID / Voucher ID / Control #	Vendor Name / Invoice ID / Check #	Inst No / Check Date	Inv Date	Entity	Due Now	Discount taken	Debit	Credit	Balance
V011307	2246 A		01/02/2007	USWT	Paid			7,213.15	7,213.15
V011308	2246 B		01/02/2007	USWT	Paid			22,911.48	30,124.63
V011305	2248 A		01/02/2007	USWT	Paid			4,463.03	34,587.66
V011306	2248 B		01/02/2007	USWT	Paid			4,264.05	38,851.71
V011303	2243		01/02/2007	USWT	Paid			13,103.63	51,955.34
V011302	2251		01/05/2007	USWT	Paid			3,943.38	55,898.72
V011301	2253		01/05/2007	USWT	Paid			18,086.32	73,985.04
V011315	2252		01/06/2007	USWT	Paid			2,490.39	76,475.43
V011448	2256		01/09/2007	USWT	Paid			3,146.22	79,621.65
V011304	2257		01/09/2007	USWT	Paid			2,630.08	82,251.73
V011300	2258		01/09/2007	USWT	Paid			19,211.85	101,463.58
V011455	2245 A/22		01/09/2007	USWT	Paid			12,890.75	114,354.33
V011456	2245 B/22		01/09/2007	USWT	Paid			8,009.76	122,364.09
5022	6029		01/12/2007	USWT		131.04	12,972.59		109,260.46
5022	6029		01/12/2007	USWT		44.63	4,418.40		104,797.43
5022	6029		01/12/2007	USWT		42.64	4,221.41		100,533.38
5022	6029		01/12/2007	USWT		72.13	7,141.02		93,320.23
5022	6029		01/12/2007	USWT		229.11	22,682.37		70,408.75
5022	6029		01/12/2007	USWT		180.86	17,905.46		52,322.43
5022	6029		01/12/2007	USWT		39.43	3,903.95		48,379.05
5053	6059		01/16/2007	USWT		24.90	2,465.49		45,888.66
5053	6059		01/16/2007	USWT		192.12	19,019.73		26,676.81
5053	6059		01/16/2007	USWT		26.30	2,603.78		24,046.73
V011471	2262		01/16/2007	USWT	Paid			14,082.01	38,128.74
V011542	2264		01/16/2007	USWT	Paid			55,062.14	93,190.88
V011541	2266		01/18/2007	USWT	Paid			47,406.97	140,597.85
V011507	2241		01/19/2007	USWT	Paid			13,356.05	153,953.90
5095	6098		01/19/2007	USWT		31.46	3,114.76		150,807.68
5095	6098		01/19/2007	USWT		128.91	12,761.84		137,916.93
5095	6098		01/19/2007	USWT		80.10	7,929.66		129,907.17
V011533	2273 credit		01/22/2007	USWT	Fully Appli		-474.67		129,432.50
V011545	2274 credit		01/22/2007	USWT	Fully Appli		-655.34		128,777.16
V011556	2275 credit		01/23/2007	USWT	Fully Appli		-639.66		128,137.50
V011764	2268		01/23/2007	USWT	Paid			1,334.62	129,472.12
5122	6123		01/23/2007	USWT		140.82	13,941.19		115,390.11
5122	6123		01/23/2007	USWT		550.62	54,511.52		60,327.97
5122	6123		01/23/2007	USWT		801.36	12,554.69		46,971.92
5122	6123		01/23/2007	USWT			-474.67		47,446.59
5122	6123		01/23/2007	USWT			-655.34		48,101.93
V011618	2276 credit		01/25/2007	USWT	Fully Appli		-159.67		47,942.26
V011644	2278 credit		01/25/2007	USWT	Fully Appli		-174.51		47,767.75
V011783	2279		01/26/2007	USWT	Paid			12,396.07	60,163.82
5166	6166		01/26/2007	USWT		474.07	46,932.90		12,756.85
5166	6166		01/26/2007	USWT			-639.66		13,396.51
5166	6166		01/26/2007	USWT			-159.67		13,556.18
5166	6166		01/26/2007	USWT			-174.51		13,730.69

Vendor 17176, Start date 1/1/2005
Entity: USWT

Vendor ID / Voucher ID	Invoice ID / Check #	Inst No / Check Date	Inv Date	Entity	Due Now	Discount taken	Debit	Credit	Balance
V011784	2280		01/29/2007	USWT	Paid			4,940.74	18,671.43
V011785	2281		01/29/2007	USWT	Paid			2,774.09	21,445.52
V011786	2282		01/29/2007	USWT	Paid			2,571.84	24,017.36
V011787	2283		01/29/2007	USWT	Paid			39,956.42	63,973.78
V011717	2285 credit		01/29/2007	USWT	Fully Appl		356.90		63,616.88
V011718	2286 credit		01/29/2007	USWT	Fully Appl		236.32		63,380.56
V011719	2287 credit		01/29/2007	USWT	Fully Appl		387.17		62,993.39
V011765	2288 CRE		01/30/2007	USWT	Fully Appl		360.68		62,632.71
V011998	2291		01/31/2007	USWT	Paid			14,199.58	76,832.29
V011769	2292 credit		01/31/2007	USWT	Fully Appl		1,849.98		74,982.31
V011774	2293 credit		01/31/2007	USWT	Fully Appl		618.66		74,363.65
5231	6227		02/02/2007	USWT		13.35	1,321.27		73,029.03
5231	6227		02/02/2007	USWT		123.96	12,272.11		60,632.96
5231	6227		02/02/2007	USWT			-356.90		60,989.86
5231	6227		02/02/2007	USWT			-236.32		61,226.18
5231	6227		02/02/2007	USWT			-387.17		61,613.35
5231	6227		02/02/2007	USWT			-360.68		61,974.03
5231	6227		02/02/2007	USWT			-1,849.98		63,824.01
5231	6227		02/02/2007	USWT			-618.66		64,442.67
5266	6262		02/06/2007	USWT		49.41	4,891.33		59,501.93
5266	6262		02/06/2007	USWT		27.74	2,746.35		56,727.84
5266	6262		02/06/2007	USWT		25.72	2,546.12		54,156.00
5266	6262		02/06/2007	USWT		399.56	39,556.86		14,199.58
V011921	2297 credit		02/06/2007	USWT	Fully Appl		-4,400.24		9,799.34
5315	6309		02/09/2007	USWT		142.00	14,057.58		-4,400.24
5315	6309		02/09/2007	USWT			-4,400.24		0.00
V012190	2298 credit		02/16/2007	USWT	UnApplied		222.00		-222.00
V012510	2299 credit		02/27/2007	USWT	UnApplied		841.70		-1,063.70
V012511	2300 credit		02/27/2007	USWT	UnApplied		345.80		-1,409.50
V012512	2301 credit		02/27/2007	USWT	UnApplied		584.00		-1,993.50
V012513	2302 credit		02/27/2007	USWT	UnApplied		621.18		-2,614.68
V012514	2303 credit		02/27/2007	USWT	UnApplied		825.44		-3,440.12
V012515	2304 credit		02/27/2007	USWT	UnApplied		303.75		-3,743.87
V012516	2305 credit		02/27/2007	USWT	UnApplied		317.63		-4,061.50
V012517	2306 credit		02/27/2007	USWT	UnApplied		125.71		-4,187.21
V012518	2307 credit		02/27/2007	USWT	UnApplied		307.65		-4,494.86
V012519	2308 credit		02/27/2007	USWT	UnApplied		252.46		-4,747.32
V012520	2309 credit		02/28/2007	USWT	UnApplied		449.00		-5,196.32
V012791	2311 Credi		03/14/2007	USWT	UnApplied		303.49		-5,499.81
V012937	2312 Credi		03/19/2007	USWT	UnApplied		329.59		-5,829.40
V012939	2313 Credi		03/20/2007	USWT	UnApplied		239.30		-6,068.70
V013492	2315 Credi		04/02/2007	USWT	UnApplied		199.22		-6,267.92
V015104	442007 Cr		04/04/2007	USWT	UnApplied		728.50		-6,996.42
V015105	4102007 C		04/10/2007	USWT	UnApplied		151.04		-7,147.46
V015106	5112007 C		05/11/2007	USWT	UnApplied		631.20		-7,778.66
V015107	51120072		05/11/2007	USWT	UnApplied		1,453.06		-9,231.72

Already documented.

Vendor 17176, Start date 1/1/2005
Entity: USWT

Vendor ID / Voucher ID / Control #	Vendor Name / Invoice ID / Check #	Inst No / Inv Date / Check Date	Entity	Due Now	Discount taken	Debit	Credit	Balance
V015108	672007 Cr	06/07/2007	USWT	UnApplied		886.06		-10,117.78
V015109	6720072 C	06/07/2007	USWT	UnApplied		1,733.82		-11,851.60
V015110	6182007 C	06/18/2007	USWT	UnApplied		5,802.24		-17,653.84
Currency totals:					20,638.34	1,994,073.39	1,997,057.89	-17,653.84

Edgemate Inc.
333 E. Closson Road
Roaring Spring, PA 16673

VOUCHER

Voucher Number: V002717
Date: 02/01/2006 12.00.00 A
Page Number: 1
Invoice Number: 1473
F.O.B:

Sold To

Madison Sanz LTD.
14 - B North Robbins Street
Thomasville, NC 27360
USA

Remit To

First Citizens Bank & Trust Co.
For Acct of Madison Sanz LTD
P.O. Box 4715
Greensboro, NC 27404-4715
USA

VENDOR ID	PAYMENT TERMS	INVOICE DUE DATE	STATUS
17176	Due on receipt	2/1/2006	Pay

QUANTITY INVOICED	PART DESCRIPTION	PURCHASE ORDER ID	LN#	TX	UNIT PRICE	EXTENDED PRICE
1.00	credit for Sapeli,Pecan,Poplar				(4,426.07)	($4,426.07)

SUB TOTAL ($4,426.07)

TOTAL AMOUNT DUE ($4,426.07)

Edgemate Inc.
333 E. Closson Road
Roaring Spring, PA 16673

VOUCHER

Voucher Number: V003092
Date: 02/16/2006 12.00.00 A
Page Number: 1
Invoice Number: 1529
F.O.B:

Sold To
Madison Sanz LTD.
14 - B North Robbins Street
Thomasville, NC 27360
USA

Remit To
First Citizens Bank & Trust Co.
For Acct of Madison Sanz LTD
P.O. Box 4715
Greensboro, NC 27404-4715
USA

VENDOR ID	PAYMENT TERMS	INVOICE DUE DATE	STATUS
17176	Due on receipt	2/16/2006	Pay

QUANTITY INVOICED	PART DESCRIPTION	PURCHASE ORDER ID	LN#	TX	UNIT PRICE	EXTENDED PRICE
1.00					(10,484.46)	($10,484.46)

SUB TOTAL ($10,484.46)

TOTAL AMOUNT DUE ($10,484.46)

Edgemate Inc.
333 E. Closson Road
Roaring Spring, PA 16673

VOUCHER

Voucher Number: V004135
Date: 03/31/2006 12.00.00 A
Page Number: 1
Invoice Number: 1637
F.O.B:

Sold To

Madison Sanz LTD.
14 - B North Robbins Street
Thomasville, NC 27360
USA

Remit To

First Citizens Bank & Trust Co.
For Acct of Madison Sanz LTD
P.O. Box 4715
Greensboro, NC 27404-4715
USA

VENDOR ID	PAYMENT TERMS	INVOICE DUE DATE	STATUS
17176	Due on receipt	3/31/2006	Pay

QUANTITY INVOICED	PART DESCRIPTION	PURCHASE ORDER ID	LN#	TX	UNIT PRICE	EXTENDED PRICE
1.00					(2,877.56)	($2,877.56)

SUB TOTAL ($2,877.56)

TOTAL AMOUNT DUE ($2,877.56)

Edgemate Inc.
333 E. Closson Road
Roaring Spring, PA 16673

VOUCHER

Voucher Number: V004509
Date: 04/13/2006 12.00.00 A
Page Number: 1
Invoice Number: 1677
F.O.B:

Sold To
Madison Sanz LTD.
14 - B North Robbins Street
Thomasville, NC 27360
USA

Remit To
First Citizens Bank & Trust Co.
For Acct of Madison Sanz LTD
P.O. Box 4715
Greensboro, NC 27404-4715
USA

VENDOR ID	PAYMENT TERMS	INVOICE DUE DATE	STATUS
17176	Due on receipt	4/13/2006	Pay

QUANTITY INVOICED	PART DESCRIPTION	PURCHASE ORDER ID	LN#	T X	UNIT PRICE	EXTENDED PRICE
1.00					(1,492.92)	($1,492.92)

SUB TOTAL ($1,492.92)

TOTAL AMOUNT DUE ($1,492.92)

Edgemate Inc.
333 E. Closson Road
Roaring Spring, PA 16673

VOUCHER

Voucher Number: V004756
Date: 04/21/2006 12.00.00 A
Page Number: 1
Invoice Number: 1702
F.O.B:

Sold To	Remit To
Madison Sanz LTD. 14 - B North Robbins Street Thomasville, NC 27360 USA	First Citizens Bank & Trust Co. For Acct of Madison Sanz LTD P.O. Box 4715 Greensboro, NC 27404-4715 USA

VENDOR ID	PAYMENT TERMS	INVOICE DUE DATE	STATUS
17176	Due on receipt	4/21/2006	Pay

QUANTITY INVOICED	PART DESCRIPTION	PURCHASE ORDER ID	LN#	T X	UNIT PRICE	EXTENDED PRICE
1.00					(4,482.77)	($4,482.77)

SUB TOTAL ($4,482.77)

TOTAL AMOUNT DUE ($4,482.77)

Edgemate Inc.
333 E. Closson Road
Roaring Spring, PA 16673

VOUCHER

Voucher Number: V005175
Date: 05/05/2006 12.00.00 A
Page Number: 1
Invoice Number: 1743
F.O.B:

Sold To	Remit To
Madison Sanz LTD. 14 - B North Robbins Street Thomasville, NC 27360 USA	First Citizens Bank & Trust Co. For Acct of Madison Sanz LTD P.O. Box 4715 Greensboro, NC 27404-4715 USA

VENDOR ID	PAYMENT TERMS	INVOICE DUE DATE	STATUS
17176	Due on receipt	5/5/2006	Pay

QUANTITY INVOICED	PART DESCRIPTION	PURCHASE ORDER ID	PURCHASE ORDER LN#	TX	UNIT PRICE	EXTENDED PRICE
1.00					(2,185.35)	($2,185.35)

SUB TOTAL ($2,185.35)

TOTAL AMOUNT DUE ($2,185.35)

Edgemate Inc.
333 E. Closson Road
Roaring Spring, PA 16673

VOUCHER

Voucher Number: V005690
Date: 05/08/2006 12.00.00 A
Page Number: 1
Invoice Number: 1756
F.O.B:

Sold To	Remit To
Madison Sanz LTD. 14 - B North Robbins Street Thomasville, NC 27360 USA	First Citizens Bank & Trust Co. For Acct of Madison Sanz LTD P.O. Box 4715 Greensboro, NC 27404-4715 USA

VENDOR ID	PAYMENT TERMS	INVOICE DUE DATE	STATUS
17176	Due on receipt	5/8/2006	Pay

QUANTITY INVOICED	PART DESCRIPTION	PURCHASE ORDER ID	LN#	TX	UNIT PRICE	EXTENDED PRICE
1.00					(2,000.00)	($2,000.00)

SUB TOTAL ($2,000.00)

TOTAL AMOUNT DUE ($2,000.00)

Edgemate Inc.
333 E. Closson Road
Roaring Spring, PA 16673

VOUCHER

Voucher Number: V006371
Date: 06/21/2006 12.00.00 A
Page Number: 1
Invoice Number: 1897
F.O.B:

Sold To	Remit To
Madison Sanz LTD. 14 - B North Robbins Street Thomasville, NC 27360 USA	First Citizens Bank & Trust Co. For Acct of Madison Sanz LTD P.O. Box 4715 Greensboro, NC 27404-4715 USA

VENDOR ID	PAYMENT TERMS	INVOICE DUE DATE	STATUS
17176	Due on receipt	6/21/2006	Pay

QUANTITY INVOICED	PART DESCRIPTION	PURCHASE ORDER ID	LN#	T X	UNIT PRICE	EXTENDED PRICE
1.00					(8,559.11)	($8,559.11)

SUB TOTAL ($8,559.11)

TOTAL AMOUNT DUE ($8,559.11)

Edgemate Inc.
333 E. Closson Road
Roaring Spring, PA 16673

VOUCHER

Voucher Number: V007251
Date: 07/28/2006 12.00.00 A
Page Number: 1
Invoice Number: MADSAN72806
F.O.B:

Sold To

Madison Sanz LTD.
14 - B North Robbins Street
Thomasville, NC 27360
USA

Remit To

First Citizens Bank & Trust Co.
For Acct of Madison Sanz LTD
P.O. Box 4715
Greensboro, NC 27404-4715
USA

VENDOR ID	PAYMENT TERMS	INVOICE DUE DATE	STATUS
17176	Due on receipt	7/28/2006	Pay

QUANTITY INVOICED	PART DESCRIPTION	PURCHASE ORDER ID	LN#	TX	UNIT PRICE	EXTENDED PRICE
1.00					(1,819.72)	($1,819.72)

SUB TOTAL ($1,819.72)

TOTAL AMOUNT DUE ($1,819.72)

Edgemate Inc.
333 E. Closson Road
Roaring Spring, PA 16673

VOUCHER

Voucher Number: V007749
Date: 08/17/2006 12.00.00 A
Page Number: 1
Invoice Number: 2048 Credit
F.O.B:

Sold To

Madison Sanz LTD.
14 - B North Robbins Street
Thomasville, NC 27360
USA

Remit To

First Citizens Bank & Trust Co.
For Acct of Madison Sanz LTD
P.O. Box 4715
Greensboro, NC 27404-4715
USA

VENDOR ID	PAYMENT TERMS	INVOICE DUE DATE	STATUS
17176	Due on receipt	8/17/2006	Pay

QUANTITY INVOICED	PART DESCRIPTION	PURCHASE ORDER ID	LN#	TX	UNIT PRICE	EXTENDED PRICE
1.00					(2,856.00)	($2,856.00)

SUB TOTAL ($2,856.00)

TOTAL AMOUNT DUE ($2,856.00)

Edgemate Inc.
333 E. Closson Road
Roaring Spring, PA 16673

VOUCHER

Voucher Number: V008172
Date: 08/29/2006 12.00.00 A
Page Number: 1
Invoice Number: 2089
F.O.B:

Sold To	Remit To
Madison Sanz LTD. 14 - B North Robbins Street Thomasville, NC 27360 USA	First Citizens Bank & Trust Co. For Acct of Madison Sanz LTD P.O. Box 4715 Greensboro, NC 27404-4715 USA

VENDOR ID	PAYMENT TERMS	INVOICE DUE DATE	STATUS
17176	Due on receipt	8/29/2006	Pay

QUANTITY INVOICED	PART DESCRIPTION	PURCHASE ORDER ID	LN#	T X	UNIT PRICE	EXTENDED PRICE
1.00					(2,802.00)	($2,802.00)

SUB TOTAL ($2,802.00)

TOTAL AMOUNT DUE ($2,802.00)

Edgemate Inc.
333 E. Closson Road
Roaring Spring, PA 16673

VOUCHER

Voucher Number: V008991
Date: 10/03/2006 12.00.00 A
Page Number: 1
Invoice Number: MADSAN`100306
F.O.B:

Sold To	Remit To
Madison Sanz LTD. 14 - B North Robbins Street Thomasville, NC 27360 USA	First Citizens Bank & Trust Co. For Acct of Madison Sanz LTD P.O. Box 4715 Greensboro, NC 27404-4715 USA

VENDOR ID	PAYMENT TERMS	INVOICE DUE DATE	STATUS
17176	Due on receipt	10/3/2006	Pay

QUANTITY INVOICED	PART DESCRIPTION	PURCHASE ORDER ID	PURCHASE ORDER LN#	TX	UNIT PRICE	EXTENDED PRICE
1.00	PO # 000762				(1,406.24)	($1,406.24)

SUB TOTAL ($1,406.24)

TOTAL AMOUNT DUE ($1,406.24)
==========

Edgemate Inc.
333 E. Closson Road
Roaring Spring, PA 16673

VOUCHER

Voucher Number: V009129
Date: 10/11/2006 12.00.00 A
Page Number: 1
Invoice Number: 2166
F.O.B:

Sold To	Remit To
Madison Sanz LTD. 14 - B North Robbins Street Thomasville, NC 27360 USA	First Citizens Bank & Trust Co. For Acct of Madison Sanz LTD P.O. Box 4715 Greensboro, NC 27404-4715 USA

VENDOR ID	PAYMENT TERMS	INVOICE DUE DATE	STATUS
17176	Due on receipt	10/11/2006	Pay

QUANTITY INVOICED	PART DESCRIPTION	PURCHASE ORDER ID	PURCHASE ORDER LN#	T X	UNIT PRICE	EXTENDED PRICE
1.00	return-29860 s/f@ .14 Mahogany				(4,180.40)	($4,180.40)

SUB TOTAL ($4,180.40)

TOTAL AMOUNT DUE ($4,180.40)

Edgemate Inc.
333 E. Closson Road
Roaring Spring, PA 16673

VOUCHER

Voucher Number: V011533
Date: 01/22/2007 12.00.00 A
Page Number: 1
Invoice Number: 2273 credit
F.O.B:

Sold To	Remit To
Madison Sanz LTD. 14 - B North Robbins Street Thomasville, NC 27360 USA	First Citizens Bank & Trust Co. For Acct of Madison Sanz LTD P.O. Box 4715 Greensboro, NC 27404-4715 USA

VENDOR ID	PAYMENT TERMS	INVOICE DUE DATE	STATUS
17176	Due on receipt	1/22/2007	Pay

QUANTITY INVOICED	PART DESCRIPTION	PURCHASE ORDER ID	PURCHASE ORDER LN#	TX	UNIT PRICE	EXTENDED PRICE
1.00	inv # 2262-PO# 1819				(474.67)	($474.67)

SUB TOTAL	($474.67)
TOTAL AMOUNT DUE	($474.67)

Edgemate Inc.
333 E. Closson Road
Roaring Spring, PA 16673

VOUCHER

Voucher Number: V011545
Date: 01/22/2007 12.00.00 A
Page Number: 1
Invoice Number: 2274 credit
F.O.B:

Sold To	Remit To
Madison Sanz LTD. 14 - B North Robbins Street Thomasville, NC 27360 USA	First Citizens Bank & Trust Co. For Acct of Madison Sanz LTD P.O. Box 4715 Greensboro, NC 27404-4715 USA

VENDOR ID	PAYMENT TERMS	INVOICE DUE DATE	STATUS
17176	Due on receipt	1/22/2007	Pay

QUANTITY INVOICED	PART DESCRIPTION	PURCHASE ORDER ID	LN#	T X	UNIT PRICE	EXTENDED PRICE
1.00	PO # 1801 INV #2264				(655.34)	($655.34)

SUB TOTAL ($655.34)

TOTAL AMOUNT DUE ($655.34)

Edgemate Inc.
333 E. Closson Road
Roaring Spring, PA 16673

VOUCHER

Voucher Number: V011556
Date: 01/23/2007 12.00.00 A
Page Number: 1
Invoice Number: 2275 credit
F.O.B:

Sold To	Remit To
Madison Sanz LTD. 14 - B North Robbins Street Thomasville, NC 27360 USA	First Citizens Bank & Trust Co.. For Acct of Madison Sanz LTD P.O. Box 4715 Greensboro, NC 27404-4715 USA

VENDOR ID	PAYMENT TERMS	INVOICE DUE DATE	STATUS
17176	Due on receipt	1/23/2007	Pay

QUANTITY INVOICED	PART DESCRIPTION	PURCHASE ORDER ID	LN#	TX	UNIT PRICE	EXTENDED PRICE
1.00	PO# 001690-Inv #2238				(639.66)	($639.66)

SUB TOTAL ($639.66)

TOTAL AMOUNT DUE ($639.66)

Edgemate Inc.
333 E. Closson Road
Roaring Spring, PA 16673

VOUCHER

Voucher Number: V011618
Date: 01/25/2007 12.00.00 A
Page Number: 1
Invoice Number: 2276 credit
F.O.B:

Sold To	Remit To
Madison Sanz LTD. 14 - B North Robbins Street Thomasville, NC 27360 USA	First Citizens Bank & Trust Co. For Acct of Madison Sanz LTD P.O. Box 4715 Greensboro, NC 27404-4715 USA

VENDOR ID	PAYMENT TERMS	INVOICE DUE DATE	STATUS
17176	Due on receipt	1/25/2007	Pay

QUANTITY INVOICED	PART DESCRIPTION	PURCHASE ORDER ID	LN#	TX	UNIT PRICE	EXTENDED PRICE
1.00	4562 Red Oak INV#2238				(159.67)	($159.67)

SUB TOTAL ($159.67)

TOTAL AMOUNT DUE ($159.67)

Edgemate Inc.
333 E. Closson Road
Roaring Spring, PA 16673

VOUCHER

Voucher Number: **V011644**
Date: **01/25/2007 12.00.00 A**
Page Number: **1**
Invoice Number: **2278 credit**
F.O.B:

Sold To	Remit To
Madison Sanz LTD. 14 - B North Robbins Street Thomasville, NC 27360 USA	First Citizens Bank & Trust Co. For Acct of Madison Sanz LTD P.O. Box 4715 Greensboro, NC 27404-4715 USA

VENDOR ID	PAYMENT TERMS	INVOICE DUE DATE	STATUS
17176	Due on receipt	1/25/2007	Pay

QUANTITY INVOICED	PART DESCRIPTION	PURCHASE ORDER ID LN#	T X	UNIT PRICE	EXTENDED PRICE
1.00	INV # 2238 -Red oak 4986			(174.51)	($174.51)

SUB TOTAL ($174.51)

TOTAL AMOUNT DUE ($174.51)
==========

Edgemate Inc.
333 E. Closson Road
Roaring Spring, PA 16673

VOUCHER

Voucher Number: **V011717**
Date: **01/29/2007 12.00.00 A**
Page Number: 1
Invoice Number: **2285 credit**
F.O.B:

Sold To	Remit To
Madison Sanz LTD. 14 - B North Robbins Street Thomasville, NC 27360 USA	First Citizens Bank & Trust Co. For Acct of Madison Sanz LTD P.O. Box 4715 Greensboro, NC 27404-4715 USA

VENDOR ID	PAYMENT TERMS	INVOICE DUE DATE	STATUS
17176	Due on receipt	1/29/2007	Pay

QUANTITY INVOICED	PART DESCRIPTION	PURCHASE ORDER ID	PURCHASE ORDER LN#	TX	UNIT PRICE	EXTENDED PRICE
1.00	cherry 3569 s/f				(356.90)	($356.90)

SUB TOTAL ($356.90)

TOTAL AMOUNT DUE ($356.90)

Edgemate Inc.
333 E. Closson Road
Roaring Spring, PA 16673

VOUCHER

Voucher Number: **V011718**
Date: **01/29/2007 12.00.00 A**
Page Number: **1**
Invoice Number: **2286 credit**
F.O.B:

Sold To	Remit To
Madison Sanz LTD. 14 - B North Robbins Street Thomasville, NC 27360 USA	First Citizens Bank & Trust Co. For Acct of Madison Sanz LTD P.O. Box 4715 Greensboro, NC 27404-4715 USA

VENDOR ID	PAYMENT TERMS	INVOICE DUE DATE	STATUS
17176	Due on receipt	1/29/2007	Pay

QUANTITY INVOICED	PART DESCRIPTION	PURCHASE ORDER ID	LN#	TX	UNIT PRICE	EXTENDED PRICE
1.00	Hickory 1688 s/f				(236.32)	($236.32)

SUB TOTAL ($236.32)

TOTAL AMOUNT DUE ($236.32)

Edgemate Inc.
333 E. Closson Road
Roaring Spring, PA 16673

VOUCHER

Voucher Number: **V011719**
Date: **01/29/2007 12.00.00 A**
Page Number: 1
Invoice Number: **2287 credit**
F.O.B:

Sold To	Remit To
Madison Sanz LTD. 14 - B North Robbins Street Thomasville, NC 27360 USA	First Citizens Bank & Trust Co. For Acct of Madison Sanz LTD P.O. Box 4715 Greensboro, NC 27404-4715 USA

VENDOR ID	PAYMENT TERMS	INVOICE DUE DATE	STATUS
17176	Due on receipt	1/29/2007	Pay

QUANTITY INVOICED	PART DESCRIPTION	PURCHASE ORDER ID	PURCHASE ORDER LN#	T X	UNIT PRICE	EXTENDED PRICE
1.00	white oak 5531 s/f				(387.17)	($387.17)

SUB TOTAL	($387.17)
TOTAL AMOUNT DUE	($387.17)

Edgemate Inc.
333 E. Closson Road
Roaring Spring, PA 16673

VOUCHER

Voucher Number: V011765
Date: 01/30/2007 12.00.00 A
Page Number: 1
Invoice Number: 2288 CREDIT
F.O.B:

Sold To	Remit To
Madison Sanz LTD. 14 - B North Robbins Street Thomasville, NC 27360 USA	First Citizens Bank & Trust Co. For Acct of Madison Sanz LTD P.O. Box 4715 Greensboro, NC 27404-4715 USA

VENDOR ID	PAYMENT TERMS	INVOICE DUE DATE	STATUS
17176	Due on receipt	1/30/2007	Pay

QUANTITY INVOICED	PART - DESCRIPTION	PURCHASE ORDER ID	LN#	TX	UNIT PRICE	EXTENDED PRICE
1.00	10,305 S/F REF INV # 2251				(360.68)	($360.68)

SUB TOTAL ($360.68)

TOTAL AMOUNT DUE ($360.68)

Edgemate Inc.
333 E. Closson Road
Roaring Spring, PA 16673

VOUCHER

Voucher Number: **V011769**
Date: **01/31/2007 12.00.00 A**
Page Number: **1**
Invoice Number: **2292 credit**
F.O.B:

Sold To	Remit To
Madison Sanz LTD. 14 - B North Robbins Street Thomasville, NC 27360 USA	First Citizens Bank & Trust Co. For Acct of Madison Sanz LTD P.O. Box 4715 Greensboro, NC 27404-4715 USA

VENDOR ID	PAYMENT TERMS	INVOICE DUE DATE	STATUS
17176	Due on receipt	1/31/2007	Pay

QUANTITY INVOICED	PART DESCRIPTION	PURCHASE ORDER ID	LN#	TX	UNIT PRICE	EXTENDED PRICE
1.00	red oak inv#2266 16618 s/f				(1,849.98)	($1,849.98)

SUB TOTAL ($1,849.98)

TOTAL AMOUNT DUE ($1,849.98)

Edgemate Inc.
333 E. Closson Road
Roaring Spring, PA 16673

VOUCHER

Voucher Number: V011774
Date: 01/31/2007 12.00.00 A
Page Number: 1
Invoice Number: 2293 credit
F.O.B:

Sold To	Remit To
Madison Sanz LTD. 14 - B North Robbins Street Thomasville, NC 27360 USA	First Citizens Bank & Trust Co. For Acct of Madison Sanz LTD P.O. Box 4715 Greensboro, NC 27404-4715 USA

VENDOR ID	PAYMENT TERMS	INVOICE DUE DATE	STATUS
17176	Due on receipt	1/31/2007	Pay

QUANTITY INVOICED	PART DESCRIPTION	PURCHASE ORDER ID	LN#	TX	UNIT PRICE	EXTENDED PRICE
1.00	poplar INV#2253 4419 s/f				(618.66)	($618.66)

SUB TOTAL ($618.66)

TOTAL AMOUNT DUE ($618.66)

Edgemate Inc.
333 E. Closson Road
Roaring Spring, PA 16673

VOUCHER

Voucher Number: **V011921**
Date: **02/06/2007 12.00.00 A**
Page Number: **1**
Invoice Number: **2297 credit**
F.O.B:

Sold To	Remit To
Madison Sanz LTD. 14 - B North Robbins Street Thomasville, NC 27360 USA	First Citizens Bank & Trust Co. For Acct of Madison Sanz LTD P.O. Box 4715 Greensboro, NC 27404-4715 USA

VENDOR ID	PAYMENT TERMS	INVOICE DUE DATE	STATUS
17176	Due on receipt	2/6/2007	Pay

QUANTITY INVOICED	PART DESCRIPTION	PURCHASE ORDER ID	PURCHASE ORDER LN#	TX	UNIT PRICE	EXTENDED PRICE
1.00	pallent 309606 - red oak 41,907				(4,400.24)	($4,400.24)

SUB TOTAL ($4,400.24)

TOTAL AMOUNT DUE ($4,400.24)

Brant M. Forcey

From: Madison Sanz Ltd [msl644@northstate.net]
Sent: Wednesday, April 25, 2007 3:11 PM
To: brant@forceylumber.com
Subject: [Fwd: credits]

untitled-2.htm (2 KB)

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

Subject: credits
From: "Adam Lardieri" <ALardieri@edgemate.com>
Date: Wed, April 25, 2007 2:40 pm
To: "Madison Sanz Ltd" <msl644@northstate.net>

Joe,

Through today, I have credits totaling $23,398.34. The paperwork is done for those. We still have 609,000 SF of material that has not been looked at yet. The total amount of wood that has been brought in since we started doing these credits has a rejection rate of about 1.4%. It will probably take another month to look at everything so instead of dragging it out I am asking if we can take 1% of the addition 600,000 SF and consider it a $6,000 credit on its own. Anything that is credited in full all ready will be shipped back to you when we receive the credit. Please let me know if this is acceptable to you and I will be able to finish the process immediately.

Thanks,

Adam

EXHIBIT
4
mc 2/4/09

006719

EDGEMATE, INC.
P.O. BOX 72
ROARING SPRING, PA 16673

M&T Bank
All the bank you'll ever need.
60-295/313

CONTROL NO. 5740

DATE 3/20/2007

AMOUNT $41,749.54

FORTY-ONE THOUSAND SEVEN HUNDRED FORTY-NINE AND 54/100 US$

PAYMENT STORED
US FUNDS

Forcey Lumber Company, Inc.
2020 Shiloh Road
Woodland, PA 16881
USA

"006719" :031302955: 8892543878" "0004174954"

13753881
172007
1000040 FRB-PHILA
T=1900 TRC=1900 PK=30

SUBSEQUENT COLLECTING BANK USE ONLY

FOR DEPOSITORY BANK USE ONLY

YOUR ENDORSEMENT IN THE ABOVE AREA ONLY
DO NOT SIGN, WRITE OR STAMP BELOW THIS LINE

Forcey Lumber Company, Inc.

BYD

EXHIBIT
5
MC 2/4/09

EDGEMATE, INC.

Control No : 5740

NO. 006719

VENDOR Forcey Lumber Company, Inc.

OUR REF. NO.	YOUR INVOICE NO.	INV. DATE	INVOICE AMOUNT	AMOUNT PAID	DISCOUNT TAKEN
heck No : 6719	03/20/2007 1 ******		Total Check Amount	$41,749.54	******
V012929	541 Reinvoice	2/22/2007	$24,598.36	$24,598.36	$0.00
V012930	540 Reinvoice	2/22/2007	$10,997.42	$10,997.42	$0.00
V012931	547/555 reinvoi	2/22/2007	$6,153.76	$6,153.76	$0.00

BILL OF LADING

#540

Veneer Resources Group

P.O. Box 1756 Jamestown, NC 27282
Phone: (336) 884-5982 Fax: (336) 884-5985

Date: 2-22-2007 PO# P001910

Shipper	Consignee
Veneer Resources Group	Edgemate
14-B N. Robbins Street	333 Closson Road
Thomasville, NC 27360	Roaring Springs, PA 16673

Pallet #	Specie	Footage	Spec #	Price
289644	Poplar	39,657'	15	.14
289650	Poplar	38,896'	15	.14

EXHIBIT 6 MC 2/4/09

Shipper Certification:

Shipper Signature: Veneer Resources Date 2-22-2007

Received By: Paula Kemp Date 2-23 2007

Veneer Resources Group LLC.

Invoice

Veneer Resources Group LLC.
P O Box 1736
Jamestown, NC 27282

(336) 884-3982

DATE	INVOICE #
02/22/2007	540
TERMS	DUE DATE
2%- Net 10	03/04/2007

BILL TO
Edgemate, Inc
PO Box 72
Roaring Springs, PA 16673

SHIP TO
Edgemate, Inc
333 Closson Rd
Roaring Springs, PA 16673

SHIP VIA	P.O. Number
MSL	PO01910

Service	Description	Amount	Rate	Total
Poplar:Spec 15	- 289644	39857	0.14	5,551.98
Poplar:Spec 15	- 289650	38896	0.14	5,445.44

SUBTOTAL	$10,997.42
DISCOUNT (2%)	$ -219.95
TOTAL	$10,777.47

REMIT TO:
Forcey Lumber, Inc.
2020 Shiloh Rd
Woodland PA 16881

BILL OF LADING

#547

Veneer Resources Group

P.O. Box 1756 Jamestown, NC 27282
Phone: (336) 884-5952 Fax: (336) 884-3955

Date: 2 - 22 - 2007 PO# P0001981

Shipper	Consignee
Veneer Resources Group	Edgemate
14-B N. Robbins Street	333 Closson Road
Thomasville, NC 27360	Roaring Springs, PA 16673

Pallet #	Specie	Footage	Spec #	Price
VRG-2217	Ash	39617	10	.16

EXHIBIT 7 mc 2/4/09

Shipper Certification:

Shipper Signature: Veneer Resources Date 2-22-2007

Received By: Karla Knapp Date 2-23-2007

Veneer Resources Group LLC.

Invoice

Veneer Resources Group LLC.
P O Box 1736
Jamestown, NC 27282

(336) 884-3962

DATE	INVOICE #
02/22/2007	547
TERMS	DUE DATE
2%- Net 10	03/04/2007

BILL TO	SHIP TO
Edgemate, Inc PO Box 72 Roaring Springs, PA 16673	Edgemate, Inc 333 Glasson Rd Roaring Springs, PA 16673

SHIP VIA	P.O. Number
MSL	PO001981

Service	Description	Amount	Rate	Total
Ash:Spec 10	VRG-2217	39817	0.16	6,338.72

SUBTOTAL	$6,338.72
DISCOUNT (2%)	$ -126.77
TOTAL	$6,211.95

REMIT TO:
Forcey Lumber, Inc.
2020 Shiloh Rd
Woodland PA 16881

BILL OF LADING

541

Veneer Resources Group

P.O. Box 1756 Jamestown, NC 27282
Phone: (556) 884-3952 Fax: (556) 884-3955

Date: 2-22-20 PO# P0001861

Shipper

Veneer Resources Group
14-B N. Robbins Street
Thomasville, NC 27360

Consignee

Edgemate
333 Closson Road
Roaring Springs, PA 16673

Pallet #	Specie	Footage	Spec #	Price
√310558	Cherry	3721c	10	.19
√310559	Cherry	4851c	10	.19
√310404	Maple	2610'	15	.135
√310627	Red Oak	4547c	10	.105

EXHIBIT
8
mc 2/4/09

Shipper Certification:

Shipper Signature: Veneer Resources Date 2-22-2007

Received By: Kayla Keagy Date 2-23-2007

Veneer Resources Group LLC.

Invoice

Veneer Resources Group LLC.
P O Box 1736
Jamestown, NC 27282

(336) 884-3982

DATE	INVOICE #
02/22/2007	541
TERMS	DUE DATE
2%- Net 10	03/04/2007

BILL TO	SHIP TO
Edgemate, Inc PO Box 72 Roaring Springs, PA 16673	Edgemate, Inc 333 Glosson Rd Roaring Springs, PA 16673

SHIP VIA	P.O. Number
MSL	PO01861

Service	Description	Amount	Rate	Total
Cherry:Spec 10	- 310558	37216	0.19	7,071.04
Cherry:Spec 10	- 310559	48516	0.19	9,218.04
Maple:Spec 15	- 310404	26180	0.135	3,534.30
Red Oak:Spec 10	- 310627	45476	0.105	4,774.98

SUBTOTAL	$24,598.36
DISCOUNT (2%)	$ -491.97
TOTAL	$24,106.39

REMIT TO:
Forcey Lumber, Inc.
2020 Shiloh Rd
Woodland PA 16881

EXHIBIT E

IN THE COURT OF COMMON PLEAS
OF
CLEARFIELD COUNTY, PENNSYLVANIA

FORCEY LUMBER COMPANY, a corporation Plaintiff	:	
-vs-	:	NO. 2007 - 714 - CD
EDGEMATE, INCORPORATED a corporation, Defendant	:	CIVIL DIVISION
-vs-	:	
JOE PARSONS d/b/a VENEER RESOURCES GROUP, LLC, and JOE PARSONS d/b/a MADISON SANZ, Ltd. and VENEER RESOURCES GROUP, LLC, and VENEER RESOURCES GROUP, Ltd. Additional Defendants	:	

PROCEEDINGS: Deposition of CHAZ BOYLE

DATE: Wednesday, February 4, 2009
11:20 a.m. - 12:45 p.m.

PLACE: Naddeo & Lewis, LLC
207 East Market Street
Clearfield, PA 16830

REPORTED BY: Maryann Cornelius
Freelance Court Reporter
Notary Public

MARYANN CORNELIUS
Freelance Court Reporter
339 Southmont Boulevard
Johnstown, PA 15905
(814) 536-7405

COPY

APPEARANCES

JAMES A. NADDEO, ESQUIRE
TRUDY G. LUMADUE, ESQUIRE
Naddeo & Lewis, LLC
207 East Market Street
P.O. Box 552
Clearfield, PA 16830
Appearing on behalf of the Plaintiff
Forcey Lumber Company

MATTHEW B. TALADAY, ESQUIRE
Hanak, Guido and Taladay
528 Liberty Boulevard
P.O. Box 487
DuBois, PA 15801
Appearing on behalf of the Defendant
Edgemate, Inc.

I N D E X

DEPOSITION OF CHAZ BOYLE	PAGE
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Examination by Mr. Taladay	46
Examination by Mr. Naddeo	50
Errata Sheet	53
Certificate of Reporter	54

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Ex. No. 3 - Applied Credits	11
Ex. No. 4 - E-Mail from Mr. Lardieri, 4/25/07	18
Ex. No. 5 - Check to Forcey Lumber Company	21
Ex. No. 6 - Invoice No. 540	23
Ex. No. 7 - Invoice No. 547	23
Ex. No. 8 - Invoice No. 541	23
Ex. No. 9 - Instructions from Mr. Parsons	25
Ex. No. 10 - Purchase Order P002006	34

STIPULATION

It is hereby stipulated by and between counsel for the respective parties that sealing, certification, and filing are waived, and that all objections except as to the form of the question are reserved to the time of trial.

EXAMINATION

BY MR. NADDEO:

Q Would you state your name, please.

A Chaz Boyle.

Q Mr. Boyle, what is your occupation?

A My title is director of manufacturing and purchasing.

Q With whom?

A With Edgemate.

Q How long have you held that position?

A Approximately two years. I don't know the exact time frame.

Q Two years from today?

A Approximately two years from today.

Q Okay. Would I be correct then in my math to say that you were in that position in February of 2007?

A I believe I was.

Q Prior to February of 2007, did you hold a different

position with Edgemate?

A Harry Benjamin had purchased the company that I originally was with. He had purchased a company by the name of Woodtape. I was the material manager for the company Woodtape.

Q Okay. And you continued to work for the company after Mr. Benjamin purchased it?

A That is correct, he retained my employment.

Q Okay. When did you start your employment with Mr. Benjamin?

A I believe April of 2005.

Q At that time what position did you hold?

A I held materials manager.

Q Okay. Did you continue to hold the position of materials manager until February of 2007?

A The title, yes.

Q What were the job duties of the materials manager?

A Well, I was materials manager for the Everett plant, not the Roaring Spring plant. And the materials manager basically is responsible for purchasing and resource management of the materials for -- in this case the Everett plant.

Q Okay. Now, how did your job duties change when you became director of manufacturing and purchasing?

A I helped implement the MRP system, the computerized

computer system. We implemented many modern manufacturing philosophies into the Roaring Spring plant that had not been incorporated prior to Harry purchasing the Edgemate Company.

Q So you had something to do with implementing manufacturing procedures?

A Correct.

Q Is that the lean manufacturing?

A The lean manufacturing, continuous improvement.

Q How does your current position deal with purchasing? I mean, you've explained to me that one of your jobs is to upgrade or to refine the manufacturing process, but your title is manufacturing and purchasing?

A Purchasing, actually, is an arm of manufacturing. So, if you're actually upgrading the manufacturing, you're typically implementing modern purchasing philosophies into the purchasing department.

Q Okay. And did you implement modern purchasing philosophies?

A Yes.

Q In your current position are you in charge of purchasing for all of the Edgemate plants and not just the Roaring Spring plant?

A I direct -- I purchase for the Edgemate plant, or the Edgemate Washington plant directly. I am globally responsible for, or give direction for total purchasing.

Q Okay. When you took over the general purchasing, did Edgemate have a supplier known as Joseph Parsons?

A As far as an individual, yes. He was known under various names since I've been with Edgemate, yes.

Q Okay. But part of your duties prior to assuming your present position was also purchasing?

A That is correct.

Q So you would have been familiar with Mr. Parsons?

A I knew him in the industry, that is correct.

Q Now I understand Mr. Parsons was affiliated with various company names?

A That's correct.

Q So you were familiar not only with Mr. Parsons, but the various company names that he used?

A Throughout his tenure in this industry, that's correct.

Q Do you recall the names of the companies?

A One starts with an S. I'm a numbers person so names --

Q It would have been Madison Sanz?

A Madison Sanz. That would have been one of them, yes.

Q And Veneer Resources?

A Veneer Resources, that is correct.

Q Did you ever know him to operate under any other

name?

A He was known before Madison Sanz, but I don't know what that name was. It was in the High Point, North Carolina area.

Q Okay. What type of materials did Mr. Parsons provide to Edgemate?

A Since I've been associated with Edgemate --

Q Yes.

A -- he's provided veneer, sliced veneer.

Q Okay. Now in an earlier deposition I asked to have some documents identified, specifically purchases made by Edgemate from Mr. Parsons and/or his various companies, okay?

A (Witness nods head).

(Purchase Orders in Response to Request No. 1, previously marked as Exhibit No. 1.)

BY MR. NADDEO:

Q And the purchase orders have -- were placed into what we've identified as Exhibit 1. I would ask you to please look at Exhibit 1 (indicating), and ask you if you can verify those purchase orders?

A Can you --

Q I mean, can you confirm that those -- that that document represents the purchase orders made by veneer from Mr. Parsons and/or his related companies?

A This looks like a tally sheet of the purchase orders

from our MRP system.

Q Now, again, in a prior deposition we've already, I think, agreed that the total purchases represented by those particular orders is $1,707,966 -- well, excuse me, $1,707,966.29.

MR. TALADAY: And I don't think you'll mind if I represent to the witness that Lisa White sat down and did the math and verified that.

THE WITNESS: I have one question, may I ask it?

MR. NADDEO: Sure. Well, you better ask him. We're off the record.

(Discussion held off record.)

BY MR. NADDEO:

Q Now, Mr. Boyle, while we were off the record there was a discussion concerning Exhibit 1, correct?

A Correct.

Q And during that discussion I believe you indicated that some of the purchase orders represented on Exhibit 1 actually preceded the year 2005?

A Or possibly. It says 112. They are certainly not visual manufacturing generated purchase orders so they would have been created under old -- Edgemate's old system, and then applied to the new system when we made the changeover to the new visual manufacturing MRP system.

Q So there are some entries on Exhibit 1 from the old

computer system, is that what you're telling us?

A That's correct, yes.

Q Okay. But at any rate there is, I think, a consensus at this point that those purchases, regardless of when they were made, total the amount shown on the Exhibit, okay?

A Yes.

(Unapplied/Credit Memos in Response to Request No. 2, previously marked as Exhibit No. 2.)

BY MR. NADDEO:

Q Now I'm going to show you what we have previously marked as Exhibit Number 2 (indicating), and represent to you that this Exhibit purports to contain credit memos given by Mr. Parsons, or his related companies to Edgemate and that those credits total $40,590.22.

MR. TALADAY: I'm going to object to the form of the question in that I think you've identified the unapplied credit.

MR. NADDEO: I'm sorry, for the unapplied credits.

THE WITNESS: Okay.

BY MR. NADDEO:

Q Would you take a look at that, please, and tell me if you agree that that Exhibit does properly represent the unapplied credits claimed by Edgemate?

MR. TALADAY: To the extent he's able to do that.

MR. NADDEO: Yeah.

THE WITNESS: I don't believe any of these credits are mine so it's -- it's hard for me to say. I mean, do they appear to be Edgemate credits, yes. I don't get that detailed into the day-to-day operation in the Roaring Spring office.

BY MR. NADDEO:

Q Okay. You can't verify the accuracy of those records?

A That is correct.

(Applied Credits, previously marked as Exhibit No. 3.)

BY MR. NADDEO:

Q Now I'm going to show you what has been marked as Exhibit 3 (indicating), and represent that this Exhibit has been identified as applied credits given by Edgemate to Mr. Parsons, or his affiliated companies, and ask you if you can verify those credits?

A Well, I can tell you it's a general ledger from our visual manufacturing system. Again, I don't -- I can tell you what the forms are, I can't actually verify the accuracy of them.

Q You can't speak to each memo?

A No, sir.

Q Okay. Now, Mr. Boyle, are you acquainted with a Mr.

Adam Lardieri?

A Yes, I am.

Q Is he currently employed by Edgemate?

A He was as of this morning, yes.

Q How long has he been employed by Edgemate, if you know?

A I don't know the exact time frame. He's been employed as long as I've been with the company.

Q Okay. Do you know what his current position is with the company?

A He carries two positions. He's the materials manager for the Roaring Spring plant, and he shares part of the HR responsibilities at that plant.

Q Okay. How long has he been in that position?

A He was -- which position?

Q His current position with the company, material --

A Both of them?

Q Yes.

A As far as sharing?

Q Personnel and --

A He was originally hired as HR, and then approximately five or six months -- approximately at the end of 2005, I don't know the exact dates, but approximately at the end of 2005 he was made materials manager also.

Q Were you aware that his deposition has been taken in

this case?

A Yes. Actually, I can define that better because of the PO dates. Josh was the original buyer, and then when he was let go, Adam ended up coming in. So Adam started placing orders approximately 11/7 of 2006. Prior to that an old Edgemate employee was buying product.

Q Okay. Thank you for the clarification. Now my question before you gave me the clarification was, were you aware that Mr. Lardieri has given a deposition in this case?

A Yes.

Q Have you ever had an opportunity to see or review his deposition?

A No.

Q Okay. I'm going to show you (indicating) a transcript of the testimony that he has given in this case, specifically in reference to page 30 of the transcript, and ask if you would be kind enough to review page 30 for me. Actually, I'm sorry, would you mind starting on page 29?

A Sure. Okay.

Q Would you agree that that line of testimony deals with the rejection of materials?

A Yes.

Q Okay. And specifically starting at page 29, question 1, the question was how much higher? The answer was, normal suppliers, I'd say are around the ten, or for a pallet

that we rejected, in the ten to 15 percentage range.

Do you agree with his testimony that your, in quotes, normal suppliers have an average rejection rate of ten to 15 percent?

THE WITNESS: I need to talk to you about this (directed to Mr. Taladay).

MR. NADDEO: Fine.

THE WITNESS: Can I take this (indicating)?

MR. NADDEO: Sure.

THE WITNESS: Thanks.

MR. NADDEO: You might want to read the page before too, that's where it is.

(Discussion held off record.)

THE WITNESS: No.

BY MR. NADDEO:

Q Do you have any idea where he would -- or how he would have arrived at that figure?

A No.

Q Okay. At line 10, excuse me. At line 7, question. Are you telling me that the average rejection for your suppliers for veneer is ten to 15 percent? Answer. I'd say that would be about the highest that they go. I'm not saying that's the average, I'm saying that's probably about the highest that I deal with.

Does that -- is that more accurate?

MR. TALADAY: Than?

BY MR. NADDEO:

Q Than it is the average. First he says, he's testifying that it is the average and then he's qualifying, saying, well, that's the highest it goes and not everybody's ten to 15 percent, which is the way I read it. Would you agree with that?

MR. TALADAY: Jim, I don't mean to be obstructive here, but I have to object to the form of the question because you're asking him to interpret Adam's testimony and --

MR. NADDEO: Let me rephrase the question, okay?

BY MR. NADDEO:

Q Mr. Lardieri testifies that the average -- the rejection rate is ten to 15 percent. You've already answered that you do not agree with that evaluation?

A Correct.

Q Okay. He goes on to testify that that is not necessarily the average. Do you agree with that?

A That's like you're asking me the same question twice. Yes, I mean, I do not agree with --

Q Okay. Then let me go to line 14, question. That means that Mr. Parsons, the material that he was delivering to Edgemate, had a much higher rejection rate than average? His answer was, correct.

Based on your knowledge and your position as the head of purchasing material, do you agree that Mr. Parsons' rejection rate was higher than average?

A Yes.

Q Okay. Next question then. Do you have a record of the rejection rate of material that he supplied to the company and the answer was yes.

A To my knowledge we have -- we have records of every credit from any supplier.

Q Okay. Next question, line 24. And that's how you came up with the 40 percent rejection figure. That would still be on page 29, line 24, that was the question.

MR. TALADAY: Are you asking him to confirm that that's what it says?

MR. NADDEO: Yes.

THE WITNESS: That's what I read.

BY MR. NADDEO:

Q Okay. On the next page, line 30 -- excuse me, page 30, line 1, the answer is correct, that's what it says?

A Yes.

Q Question, line 2, page 30. And to come up with that 40 percent figure, how did you calculate. He then gives an answer. Would you read that answer, please?

A Yes. Well, actually --

Q No, you don't have to read it out loud. I would

just like you to read it and be familiar with the answer.

A I'm familiar with the answer.

Q Okay. The next question at line 10 is, okay, so the calculation of 40 percent was transmitted to Mr. Parsons by you, but you weren't responsible for the calculation?

A That's correct.

Q His answer is correct?

A Correct.

Q The next question is, do you know who was, agreed?

A Correct.

Q His answer, that would be my manager, Chaz Boyle.

A That's correct.

Q Okay. Did you in fact come up with the 40 percent rejection rate for Mr. Parsons' material?

A I've always been responsible for the evaluation of our suppliers, so yes.

Q Okay. How did you come up with the 40 percent?

A It's a pretty easy system. It downloads all -- all the amounts, square footage onto the receivables. We have a receiving table that shows everything received by any supplier. So I have a total square footage of an amount received, and then I subtract all credits from those totals in any monthly period.

Q Okay. So those credits are handled on a monthly basis?

A The evaluation of suppliers is done monthly, yes. There is --

Q So it takes -- I'm sorry, did you finish your answer?

A It's a 30 day calculation basically.

Q All right. I want to see if I understand. Does that mean that from the time the material is delivered to the plant, the rejection rate takes one month to get through the system?

A No.

Q How long does it take?

A There is a month -- it could take -- I mean, it may not be in any calendar period. If we -- broadly speaking, Edgemate turns its raw materials, roughly, between 12 to 15 times a year. So functionally of all the products we turn them more than once a year, but we turn our top five items, roughly, 30 times a year. So some of the slower moving items may not turn. We may not -- we may bring in a pallet of a product and not use it completely for four to six months.

Q Okay. In Mr. Parsons' case were you purchasing product that turned over in 30 times a year or a product that turned over during some lesser period?

A Both.

(E-mail from Mr. Lardieri dated 4/25/07, previously marked as Exhibit No. 4.)

BY MR. NADDEO:

Q Both. Okay. I'll show you what has been marked as Exhibit 4 (indicating), and ask you if you are familiar with that -- familiar with that E-mail?

A I'm not familiar with this.

Q Never seen it prior to today?

A Never seen it.

Q Okay. Would you agree that it appears or purports to be an E-mail from Mr. Lardieri to Madison Sanz Limited, at least that's what it says?

A That's what it says.

Q And it purports to be an E-mail which was sent on April 25th, 2007 at 2:40 p.m.?

A Correct.

Q Okay. Did you have an opportunity to read the E-mail?

A Yes, I did.

Q Okay. Now that particular E-mail contains -- that particular E-mail contains some facts and figures, would you agree?

A I would say it has -- not complete data, that's correct. There is some data, that's correct.

Q All right. Well, let's go through it, if I may.

A Okay.

Q The first data that appears in the E-mail is that as

of April 25th, 2007 the -- I have, meaning Edgemate, I suspect, credits totaling $23,398.34? That's what it says?

A Correct.

Q Okay. The next figure data that appears is, since we started doing these credits has a rejection rate of about 1.4 percent?

MR. TALADAY: Are you asking him if that's what it says?

MR. NADDEO: That's what it says?

THE WITNESS: That's what it says, correct.

BY MR. NADDEO:

Q Now it goes on to say that Edgemate had, apparently, 600,000 square feet of material that it had not had an opportunity to inspect?

A That's what it says.

Q Okay. And it also states that, or suggests that a credit for the material that had not been inspected of $6,000?

A That's what it says.

Q Okay. Do you know where Mr. Lardieri got the information contained in this E-mail?

A No.

Q Okay. Were you aware that he attributed this information to you?

A No.

Q Okay. Did you in fact provide the information

contained in this E-mail to Mr. Lardieri?

A No.

(Check to Forcey Lumber, previously marked as Exhibit No. 5.)

BY MR. NADDEO:

Q Okay. Mr. Boyle, I'll show you what has been previously identified as Exhibit 5 (indicating), and ask you if you are familiar with that particular check?

A No.

Q You've never seen that check prior to today?

A No, sir.

Q The record indicates that this check was drawn for the payment of certain invoices for material received from Mr. Parsons.

MR. TALADAY: That's not a question?

MR. NADDEO: That's not a question.

BY MR. NADDEO:

Q Well, let me ask you this. The check and the lower portion of the check indicates certain invoices, payment for certain invoices?

MR. TALADAY: Well, I don't want you to comment on it unless --

BY MR. NADDEO:

Q My question is, do you disagree that the check lists certain invoices intended to be paid by that check?

A Yes.

Q Okay. And the check does indicate the invoices for which that check is intended?

A Correct.

Q Okay. Would you also agree that Exhibit 5 has a legend stamped on it, on the front which is a stop payment?

A Correct.

Q Okay. Were you aware that payment had been stopped on that check?

A On this particular check?

Q Yes.

A No.

Q Were you aware of any other check where payment had been stopped to Forcey Lumber Company?

A I was aware of a check being stopped, I don't know the particulars.

Q So you don't know whether Exhibit 5 is the check that was stopped?

A That's correct, I don't know.

Q So, if you don't know that, you would have no reason to know why the check was stopped --

A No.

Q -- on Exhibit 5?

A In this example -- I can only tell you that there is not any purchase orders to Forcey Lumber, so I'm surprised

that there is actually invoice numbers, vouchers for Forcey Lumber. There's not been one purchase order placed in Edgemate's system to Forcey Lumber, so I'm perplexed by that. That's why I'm -- we have not purchased anything from Forcey Lumber.

Q All right. Would you again refer to Exhibit 5 for me, please. It does reference certain invoices?

A That's correct.

(Invoices 540, 547 & 541, previously marked as Exhibit Nos. 6, 7 and 8.)

BY MR. NADDEO:

Q I'm going to show you what has been previously marked as Exhibits 6, 7 and 8 (indicating), and ask you to look at those Exhibits for me?

A Yes.

Q Would you agree that those particular invoices bear the same number as the legend on the check?

A Is this (indicating) the invoice number?

Q You have to go to the second page, we've marked them.

A Okay, very good. Can you repeat the question?

Q Okay. My question was, do you agree that the legend on the check pertains to the invoices identified in Exhibits 6, 7 and 8?

A It does not specifically say Veneer Resources. It

does list an invoice with amounts approximate to the invoice.

Q But it also lists the number of the invoice, correct?

A It lists a number that matches an invoice number here (indicating).

Q All right.

A I cannot say that it directly ties to this because the totals do not match the totals on the invoice in every case.

Q All right. Now, would you agree that the invoices identified as 6, 7 and 8 are not invoices from Forcey Lumber -- do not purport to be from Forcey Lumber?

A I do not see Forcey Lumber's name on anything here.

Q Okay. Do those invoices in fact appear to be from a company known as Veneer Resources Group?

A Correct.

Q And was Veneer Resources Group one of Mr. Parsons' affiliate companies?

A Correct.

Q On the bottom of each invoice, 6, 7 and 8, there is a legend. Would you check the legend on the second page of each Exhibit indicating remit to Forcey Lumber?

A Correct.

Q Okay. Does that explain for you the check marked as Exhibit 5?

A No.

Q Okay.

(Instructions from Mr. Parsons dated 4/5/07, previously marked as Exhibit No. 9.)

BY MR. NADDEO:

Q I'm going to show you what has been marked as Exhibit 9 (indicating), and ask you have you ever seen that document prior to today?

A No.

Q Okay. Would you agree that that document purports to be instructions from Mr. Parsons pertaining to the payment of invoices 545, 541 and 547?

A Correct.

Q And those instructions indicate that payment for those invoices is to be made to Forcey Lumber?

A Correct.

Q Okay. Now, does that explain Exhibit Number 5, why that check would have been made to Forcey?

A No.

Q Okay. Do I understand then that somebody made a check to Forcey Lumber and should not have?

A I can only tell you under current -- under our standard guidelines, I have to approve all vendors.

Q Okay. Was Veneer Resources an approved vendor as of February of 2007?

A They were not an approved vendor.
Q In February of '07?
A They were not an approved vendor. They were -- they were a vendor approved for temporary -- with temporary restrictions.
Q What is the difference between an "approved" vendor and a "temporary" vendor?
A An approved vendor means that they've passed all the written requirements for an approved vendor. Secondary suppliers in this case are typically what are called temporary vendors.
Q How long had Mr. Parsons and/or Veneer Resources been a temporary vendor?
A When he changed from Madison Sanz to Veneer Resources.
Q Do you know when that took place?
A I do not know when that took place. I could probably tell by these purchase orders (indicating).
Q Could you check for me, please.
A 1/29/07. It looks like in January of '07.
Q Okay. Now let me make sure I understand. In January of 2007, Mr. Parsons was affiliated with a company known as Madison Sanz Limited?
A That's correct.
Q And Madison Sanz Limited was in fact an approved

vendor?

A They were an approved vendor because it was a long term established vendor with Edgemate prior to me coming to the company.

Q All right. In February of '07 Mr. Parsons, apparently, changed his affiliation to a company known as Veneer Resources Group?

A Correct.

Q At that point Veneer Resources Group became a temporary vendor?

A That is correct.

Q Okay. Did your company issue any purchase orders to Veneer Resources Group as a temporary supplier?

A Yes.

Q Did Veneer Resources Group fill any of the purchase orders issued by Edgemate?

A I can't actually answer that with a yes or no.

MR. TALADAY: If it requires an explanation, then answer with an explanation.

THE WITNESS: Okay. We did place purchase orders. The problem with the purchase order is, even though it may show 100,000 square foot, we typically -- a pallet's just considered 25,000 square feet. I don't know exactly what, if any, was actually delivered unless I were to see a receivings against the purchase order. And everything

I see here (indicating), there's no receivings. We have copies of purchase orders, but not the receivings. So the answer is probably a yes, but I -- without seeing a receiving against a particular matching purchase order, I can't absolutely say yes.

BY MR. NADDEO:

Q Okay. Let's go back to Exhibits 6, 7 and 8, and tell me what the first page of Exhibit 6 represents?

A This page (indicating) would indicate a pack list for poplar veneer.

Q From whom?

A From Veneer Resources Group.

Q Which indicates that was received?

A This (indicating) is not our receiving. This is not an Edgemate receiving. I'm not sure where this -- I don't know where that came from, that's not an Edgemate receiving.

Q Okay. There is a legend on the bottom of Exhibit 6 which indicates received by Karla --

A Keagy.

Q -- Keagy on 2/23/07.

A That's an internal receiving. I don't know if that -- that's not a visual manufacturing, a computer receipt. That is a hand receipt done on the plant floor.

Q But there is a Karla Keagy employed by Edgemate?

A Yes, there is.

Q Was she employed by Edgemate in February of '07?

A Yes, she was.

Q And according to her signature there was certain materials supplied or received at the plant from Veneer Resources Group on 2/23/07?

A Again, I work off of visual manufacturing as my -- as my position. Whether or not somebody writes up a receiving on the plant floor may or may not actually indicate what was truly received at visual manufacturing.

Q Okay. I don't understand that, can you explain that?

MR. TALADAY: Off the record.

(Discussion held off record.)

BY MR. NADDEO:

Q Now, Mr. Boyle, we had a brief off the record discussion concerning the internal bookkeeping of Edgemate, is that correct?

A Correct.

Q Okay. And based on that discussion I understand that Edgemate would not generate payment of an invoice based upon the documents identified as Exhibits 6, 7 and 8?

A That is correct.

Q That some other type of instrument or document would have to be generated through the computer system before payment would be made?

A Correct.

Q You're not suggesting that this material was not received by Edgemate?

A I'm not suggesting it was received or not received.

Q Okay. Now I want to get back to Exhibit 5. You indicated that you never saw that check prior to today?

A That is correct.

Q And you had nothing to do with stopping payment on that check?

A No, sir.

Q Okay. Were you aware that a check payable to Forcey Lumber Company had been stopped by Edgemate?

A I was aware of a check being stopped, yes.

Q Okay. Do you know anything about the details concerning the stop payment on that check?

A No, sir.

Q You did not directly stop payment?

A No, sir, I don't have that authorization.

Q Okay. I believe Miss White testified that in her position as the -- what did she call herself?

A Director of finance.

Q Yeah, the director of finance, that she had the authority to stop payment on her own, is that true?

A I don't know.

Q Okay. You have no knowledge of why payment was

stopped on the check marked as Exhibit 5?

A No.

Q I think I asked you before, I just want to make sure.

A No.

Q Thank you. I know I asked you whether you were aware that a payment, a stop payment had been made on a Forcey Lumber check?

A Correct.

Q And your answer was no?

A No, I said -- I said I knew of a stop payment, but as far as specifics to that, I don't know.

Q Okay. Did you inform Mr. Parsons that the Forcey Lumber check had been stopped?

A I was directed to call Joe Parsons. I don't know how many days after that a stop payment -- again, I'm the director of manufacturing and purchasing. I called him and informed him that a check had been -- payment had been stopped. I didn't -- I didn't tell him specifics because I was not given specifics.

Q All right. Did Mr. Brant Forcey ever contact you by phone to discuss the stop payment on the check?

A I believe -- I believe I was party to a party conversation with a gentleman from Forcey Lumber, I don't know the specifics.

Q Was it a telephone conversation?

A It was a telephone conversation.

Q Okay. You don't know who called and you can't identify the person who called?

A I cannot identify who, I don't remember.

Q Okay. Who participated in the conversation from your end?

A From my end it was myself, I believe Adam and Harry Benjamin.

Q So, do I understand that on your end you had a conference-type setup?

A Yeah, one of those frogs, whatever.

Q Yeah. During that conversation was the reason for the stop payment discussed?

MR. TALADAY: That's a yes or no question.

THE WITNESS: I don't -- I don't remember the entire conversation.

MR. NADDEO: Let's go off.

(Discussion held off record.)

THE WITNESS: I remember a phone call. I can't remember -- you know, I can't -- Harry did most of the talking.

MR. NADDEO: Okay. I understand.

BY MR. NADDEO:

Q Number one, you did call Mr. Parsons to inform him

that payment was being stopped on a Forcey Lumber check?

A That is correct.

Q All right. You then received a call from somebody at Forcey Lumber inquiring as to the reason for the stop payment?

A I believe so.

Q Okay. You do not know specifically who called from Forcey Lumber?

A I do not remember, yes.

Q You do recall, however, that there were three people who participated in that conversation from Edgemate's side of the discussion?

A Yes.

Q Those three people were you, Mr. Benjamin and Mr. Morter?

A No, Mr. Lardieri.

Q Lardieri. I'm sorry.

A That's fine.

Q You do not remember what was discussed during the course of that conversation?

A Nothing specific enough, nothing enough to be specific on.

Q Okay. Now you mentioned earlier in your testimony that Edgemate had never issued a purchase order to Forcey Lumber Company?

A I had -- I have never approved a purchase order to Forcey Lumber.

(Purchase Order P002006, 2/27/07, previously marked as Exhibit No. 10.)

BY MR. NADDEO:

Q I'll show you what is marked as Exhibit 10 (indicating), and ask you if you can identify that document for me?

A No, I have never seen this document.

Q Okay. You've never seen the purchase order prior to -- excuse me. You've never seen the document marked as Exhibit 10 prior to today?

A No. And it's not part of this Exhibit (indicating) either so --

Q Okay. Would you agree that it purports to be -- I mean, without explanation, it would appear to be Edgemate purchase order number P002006 dated February 27th, 2007 to Forcey Lumber, Inc. for certain materials. I mean, that's, again, that's --

A That's what it purports.

Q That's what it says?

A Correct.

Q Now I understand your testimony is you've never seen it, right?

A That's correct.

Q And you didn't authorize it?

A That's correct.

Q Now I believe you also testified earlier that no purchase orders get made without your approval?

A No vendors get put in the system without my approval.

Q Okay. Does that mean that a purchase order could be sent to somebody even though you didn't approve them as a vendor?

A New vendors are approved by myself. So somewhere outside of the normal system Forcey Lumber was entered in our computer system as a vendor.

Q Okay.

A Without a vendor in our computer system, you can't have any documents created. So somehow in our system this company got stuck in our system, which would have enabled Adam to correctly or incorrectly create a document as a purchase order.

Q Okay. So I understand. If Forcey got placed into the system, it wasn't at your --

A Request.

Q -- request or approval?

A That's correct.

Q Is there anybody else that could have placed Forcey in the system as a vendor?

A Yes.

Q Who?

A The accounting department.

Q They could do that on their own?

A They can do that on their own.

Q Okay. I'm lost. I thought it couldn't happen without you?

A Again, if you set up -- vendors are set up for two reasons. One, to place documents and to pay for it. So, if it was erroneously put in there for payment, I'm assuming -- because this date is after the check was created, that supplier was made in error because of whatever took place between that period.

Q Okay.

A So once it's in there and there's transactions, a vendor cannot be deleted, you have to change it to "do not use."

Q Okay. Now, do you know whether Forcey ever responded to this purchase order by providing material -- purchasing and providing materials to Edgemate?

A No.

Q Could Mr. Benjamin have caused Forcey to be placed into the system as a vendor?

A It's possible.

Q Okay. Well, he's the owner of the company?

A He is the owner, yes.

Q Do you know whether Edgemate had a need for veneer in February of 2007?

A Yes.

Q Okay. And by that I mean were you short on your supply of veneer at that time?

A We forecast out so most of our purchase orders are based on forecasts. So, if we were placing orders for February, we probably forecast it back in December what future needs would be for the next quarter.

Q Do you know whether -- or do you know whether Mr. Benjamin had made a specific request to Forcey Lumber to provide the veneer to Edgemate?

A No.

Q If he did that, that would have been without your knowledge or consent?

A It would have been highly unusual.

Q Okay. Going back to Mr. Lardieri's E-mail, which has been identified as Exhibit 4, we've already discussed the fact that he indicates that the credits due at that point in time was 23,000 and some odd dollars, that's what it says?

A That's what it says.

Q Whether it's correct or not, I'm not asking you, but that's what it says?

A That's what it says.

Q Okay. Now assuming for the purposes of our discussion that when the guy wrote the E-mail he knew what he was talking about, do you know how, or can you explain to me how the credits would have increased from April 23rd -- excuse me, April 25th from 23,000 to over 43,000 by June of the same year?

(Discussion held off record.)

MR. TALADAY: And you would agree when he's answering this, he's not confirming that --

MR. NADDEO: No, I understand.

BY MR. NADDEO:

Q I asked you to assume that Mr. Lardieri knew what he was talking -- or knew that he had the correct information when he sent the E-mail on April 25th of '07, that the total credits were 23,000 and some odd dollars. My question is, assuming that figure is accurate, do you know how the credits would have increased to over $40,000 between April 25th of 2007 and June of the same year?

A Yes.

Q How?

A Joe Parsons was known in the industry as being a supplier that was not a good supplier. He consistently would provide good supplies of veneer and then be inconsistent in providing poor supplies. And it had to do with two things. One was the number of customers he had to supply; and, two,

with his log supply. If he had too many customers, or too many customers who were high end and had only low end, then if he picked and ordered -- he took an order from someone else, he supplied it with a sub-par product.

Q Okay. So let me go back to the materials supplied by Veneer Resources to Edgemate in February of '07, okay?

A (Witness nods head).

Q The total of those invoices was in round figures, $40,000?

MR. TALADAY: What are you looking at here?

MR. NADDEO: I'm going back to Exhibits 6, 7 and 8.

MR. TALADAY: Okay. So we're just talking about February 22nd, '07?

MR. NADDEO: Right. And if you look at the check it will tell you.

THE WITNESS: Okay. That's fine.

BY MR. NADDEO:

Q It's around 40,000, okay?

A (Witness nods head).

Q And the credits which accrued from February through June of 2007 were 40,000, round figures $500, correct? We have them here (indicating).

A If you purport them, I'm fine with that.

Q There it is right there (indicating), you've already gone through that, right? This isn't a trick.

A No, I just don't know the specifics, that's all.

Q Does that mean that the entire -- all of the material supplied by Mr. Parsons in February was defective?

A No.

Q Okay. Does that mean that there were -- there was prior material supplied by him that didn't come up until after February of '07?

A Yes. I mean, it was current. I mean, again, and I explained earlier, it was probably both current and existing inventories from Joe Parsons. Some of the product we purchased we turned quite rapidly, we would open up the day it would come in and inspect it or grade it. And then there was product that we would not -- it might take four to six months to go through. So those credits are both new and old, if you want to look at it that way.

Q Okay. Do you have some system for connecting the credits to specific deliveries?

A The credit memo should state the purchase order, but, unfortunately, Edgemate -- or Roaring Spring does not do that. And the reason why, they were not completely on the computer system for all transactions at the time.

Q Okay. Does that mean that in this particular situation there is no way to connect the specific credits to any specific invoice or delivery?

A Unless it notes on the credit what purchase order,

it would be almost impossible.

Q Okay. But the credit memos are generated by the vendor and not by you?

A No, no, no.

Q They're vended by you?

A No, they're created by Edgemate.

Q That gets me back to an earlier question which is, how did you figure -- how did you come to the conclusion that Parsons' rate of rejection was 40 percent? I just can't --

A Again, it's both from a 30 day monthly period as well as cumulative. If this 40,000 -- let's just say only about $80,000 from Mr. Parsons in the month of February, a month of February, and I come up with $40,000 worth of credits, that meant his rejection rate was 50 percent for that period.

Q Yeah, and I asked you that and you said you couldn't connect it that way.

A I said I can't connect it to a purchase order, I could connect it to a time frame. I initially said I could connect it to a time frame. So, what no one's telling me is what time frame we're talking about. I don't know what reference we're talking about.

Again, let's say this is a 30 day period, February. Let's just forget the year, and we only bought 80,000 from them in February, but I had $40,000 worth of credits and he

had a 50 percent out of spec rate --

Q He would not necessarily have a specific -- have a 50 percent out of spec rate on what you bought in February, would you?

A Again, because Roaring Spring did not match the purchase order, I did summaries, I did cumulative summaries.

Q Okay. Mr. Parsons, or his affiliated companies supplied materials for Edgemate over what period of time, from when to when?

A I don't know that answer.

Q You don't know when they started?

A No. You would have to be specific about what affiliated companies.

Q Well, the companies we've discussed, Sanz, Veneer. et cetera.

A You're not talking Forcey though?

Q No.

A I probably -- again, as far as I -- from the time I was employed at Edgemate, he's been a supplier until the relationship went south.

Q Okay. Now he was an approved supplier from the time you became affiliated with the company until January of 2007?

A He was a default approved -- the guidelines for the combined two companies is that current suppliers that Edgemate had, we would automatically consider them an approved supplier

without doing due diligence. If you look at these purchase orders, most of the purchase orders given all the way through to right here (indicating) are from a gentleman by the name of Josh Focht. This many (indicating) out of this many (indicating). Josh Focht had a -- did not do business at arms length. He had a very personal relationship with Joe Parsons which was frowned upon by me.

Q Okay.

A If you'll notice -- if you'll notice the majority were done by him. When Adam came on board, our goal was to physically certify all suppliers. Joe Parsons was what's called a custom cutter. It's almost impossible to register a custom cutter as a primary approved supplier because they don't slice in one spot. The reason why he changed his name -- if we would have done due diligence on all sides, the reason why he changed his name from Sanz -- or from Madison Sanz to the new company was because the Ele'phants from General Woods filed a lawsuit for him not paying for his license payments, debts. That's why he was put on the restricted status as a supplier.

Q Okay. But at any rate, regardless of his status, your company continued to do business with him through February of 2007?

A With -- with warnings, with concern, absolutely.

Q Okay. What happens to rejected material?

A The process is to basically load it on a separate pallet, a notification to the materials manager is made. Typically, it is then set -- it is set aside on a separate pallet. The material -- the reject is typically double checked to confirm or not to confirm if the grader has been overly harsh or not harsh enough, and then it is packaged up. The supplier -- if it's confirmed by the materials manager that it is truly out of spec, then a notification to the supplier is made and a credit memo is made in return.

Q Okay. But it's now on a pallet. What happens to it after you go through the confirmation that it's not up to spec, we've now repackaged it and placed it on a pallet and notified the supplier?

A The supplier -- in most cases the supplier either notifies us that they want it back and they provide return details, or they ask us to basically toss it, get rid of it.

Q Okay. Do you keep some kind of record in your computer system about -- concerning the rejected material?

A I believe visual manufacturing has -- it's not easy. It indicates every transaction created in the computer system, so there would have been an issue out of the rejected product so it shows up on a PNL statement. But you have to understand, there are thousands of transactions every day, it's just one of the transactions made.

Q Okay. That was an explanation. I guess I'm still

not clear whether there is or is not a record in the system?

A There is.

Q Who maintains that record?

MR. TALADAY: Jim, just so I'm clear about this. Are you asking a record of what physically happens to the product?

MR. NADDEO: No.

BY MR. NADDEO:

Q I'm asking what -- is there a record, for instance, when a supplier delivers material to the plant, okay, invoice number 500, and it's inspected and we find that there is 2,000 square foot of material that's out of spec which gets repackaged. Does the computer system then identify that 2,000 square feet --

A Not to that.

Q -- to the particular invoice?

A No, no.

Q Okay. So, when you deal with rejected product, there is no way to relate the rejected product to when the product came into the plant?

A It is if it's -- this same form, I'm assuming, could be used as a rejection notice as long as they put the purchase order on there. Then you could go back to the credits and show on the credit what purchase order it went to. But, again, as I explained, they weren't on that system at the

time.

If I wanted to know globally the big picture, the percentage of sales to rejections with any one supplier, how would I calculate that number?

A You would have to download all the receipts and then add up all the credit memos against the suppliers.

Q Then divide the total receipts -- or, excuse me, divide total credits by receipt?

A That's correct.

Q It would give you a picture of what's going on?

A It would give you whatever period you have defined.

MR. NADDEO: That's it. Thank you.

MR. TALADAY: I've got a few questions.

EXAMINATION

BY MR. TALADAY:

Q Mr. Boyle, you were asked early on in the deposition to look at a transcript of testimony that Adam Lardieri gave that had to do with his understanding of what the rejection rate was for overall and perhaps for Mr. Parsons. In your position as it existed in the winter and spring of 2007, was it part of your job duties to evaluate the vendors that Edgemate used?

A Yes.

Q And as part of that evaluation, would you take into

consideration the rejection rate for the products that the vendor supplied over different time periods?

A Yes.

Q And, again, I think you were led up to this point, but not asked this question. As Edgemate's business existed in the winter and spring of 2007, did you have knowledge or an understanding of what the typical vendor's product rejection rate was?

A Yes.

Q Can you tell us what that was?

A As a whole we reject less than five percent of all our products. Veneer is probably in the area of three and a half percent, give or take for any period of time. Joe Parsons, from the -- consistently was considerably higher than that. In fact, if you look at --

Q Let me ask some more questions and then we can get to that.

A Okay.

Q In the course of your dealing with Joe Parsons, did his rejection rate in any way change?

A Yes.

Q I think you've told us before it was up and down, but from February '07 through the time that the relationship terminated, did his rejection rate change?

A Yes.

Q In what way?

A It increased. And the reason why it increased was he was going into money problems and he did not have the money to buy logs. Log supplies were in short supply and it took lots and lots of money to buy the higher quality logs. Those were all going overseas or to the larger companies, like Interforest or Indiana Veneers, and he couldn't necessarily -- small guys could not compete in the industry because of that.

Q How notable was the increase in his rejection rate during the time period we're talking about?

A There were some pallets that were easily tripled what his normal rejection rate for the same species in the year earlier.

Q A year earlier what do you estimate his rejection rate to have been?

A His rejection rate was probably in the area of around 12 to 14 percent on an average. I mean, I don't have a great understanding of that. I can say though that we have bought from Joe, and if you'll notice, we refused him as a supplier. Every one of -- all but a couple of these purchase orders are all made out for the Roaring Spring plant. Not one of them -- or except for a couple are for Everett. Because our standards for a supplier were more defined than Edgemate in Roaring Spring, and that's because I was -- I was only the materials manager at the time for Everett. Once I became the

director of purchasing, we started using our method of determining supplier approval in Roaring Spring.

Q Now you've talked about the relationship between Edgemate and Joe Parsons going south and ultimately terminating. Could you tell us in detail, at least from your perspective, how that occurred?

A From my perspective he was late on many deliveries. We run more -- again, because we're going to more modern manufacturing techniques, we were much more leaner. We had late orders, he affected our business, our service levels. Then, when we would bring in a pallet, it was -- in many cases, not in all cases, but in many cases it was well below our specifications for the entire pallet. We have additional handling costs. I mean, you have a grader and that grader grades a pallet a day, it doesn't matter whether it's good or bad. If half of it's bad, then they're at 50 percent utilization. That group put it half of what it normally would have been. So our direct labor costs went way up with Joe, as well as our clipping yields were actually lower. Because we were actually -- in order to get the product out the door, we had to take this product and basically clip the crap out of it to get something that was good.

Q Now you told us before that you were a party to a conversation with a representative from Forcey Lumber, and I believe you said Adam Lardieri was there, and Harry Benjamin.

During the course of that conversation do you recall at any time the quality of the product Joe Parsons supplied to Edgemate being mentioned?

A I don't remember.

Q Very well. I probably asked you this, but, again, for the period spring and late winter of 2007, do you have a recollection as to what Joe Parsons' rejection rate was for product supplied to Edgemate?

A What was that period again?

Q February 2007 through the termination of the relationship.

A It was very poor. It was -- it was the worst of any supplier, that much I'll tell you. That much I can say for sure. He was our worst -- he was our worst supplier for veneer.

Q Was it significantly worse than your prior experience with Mr. Parsons when he was associated with Madison Sanz?

A Yes.

MR. TALADAY: That's all.

MR. NADDEO: I have some follow-up questions.

EXAMINATION

BY MR. NADDEO:

Q One of the reasons that you've portrayed for Mr.

Parsons' difficulties was a change in the timber or lumber market at large, right?

A The log market, that's correct.

Q Yeah, the log market.

A For veneer.

Q Right.

A There's a log market for lumber and a log market for veneer.

Q Right, the veneer market. And the reason for that was that the quality logs at that period of time were going overseas and hard to come by?

A And expensive, yes.

Q So the small operators really couldn't afford the quality veneer timber necessary to supply your company?

A That's correct.

Q Right?

A Yes.

Q Okay. And this was going on in February of 2007?

A Probably in the industry it started late October --

Q Okay.

A -- and continued on.

Q One of my questions, okay, earlier questions was were you having problems getting quality veneer through the period of time that we're talking, including February of '07, right?

A I remember the question.

Q Yeah. Well, it sounds to me as though the market may have been creating quantity issues for Edgemate?

A No.

Q I mean, the ability to get --

A No.

Q No? You weren't having -- the market wasn't causing you any problems in terms of finding quality veneer?

A No, sir.

Q Okay. So you had suppliers that were capable of providing quality veneer despite the market going overseas?

A Was their turmoil within the industry, absolutely. We had no difficulties purchasing veneers within our specs.

MR. NADDEO: Okay. That's all.

MR. TALADAY: You're done.

(The deposition was concluded at 12:45 p.m.)

E R R A T A

I, CHAZ BOYLE, have read the foregoing deposition given by me on Wednesday, February 4, 2009, at the offices of Hanak, Guido & Taladay, 528 Liberty Boulevard, DuBois, PA, in the case of Forcey Lumber v Edgemate, Inc.

This deposition should be corrected as follows:

PAGE LINE ERROR OR AMENDMENT AND REASON THEREFORE:

Subject to these corrections, my testimony reads as given by me in the foregoing. Signed this _____ day of _____, 2009.

_____

COMMONWEALTH OF PENNSYLVANIA :
: ss:
COUNTY OF CAMBRIA :

I, MARYANN CORNELIUS, Freelance Court Reporter and Notary Public, Commonwealth of Pennsylvania,

DO HEREBY CERTIFY, that the foregoing deposition was taken before me at the time and place stated herein; that I administered unto the deponent his oath to testify to the truth, the whole truth, and nothing but the truth; that he was there and then orally examined and testified as herein set forth; that I reported said examination and testimony stenographically, and that this transcript of deposition constitutes a true and correct transcription of the shorthand report of said deposition.

I FURTHER CERTIFY that I am neither related to nor employed by any counsel or party to the cause pending, nor interested in the event thereof.

IN WITNESS WHEREOF, I have hereunto affixed my hand and official seal this 18th day of February, 2009, at Ebensburg, Cambria County, Pennsylvania.

MARYANN CORNELIUS
Notary Public
Commonwealth of Pennsylvania
My Commission Expires 4/25/2010

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IN THE COURT OF COMMON PLEAS

OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

FORCEY LUMBER COMPANY :

-vs- : No. 07-714-CD

EDGEMATE, INC. :

O R D E R

AND NOW, this 11th day of June, 2009, following argument on the Plaintiff's Motion for Sanction and Motion for Partial Summary Judgment, it is the ORDER of this Court that both parties provide the Court with appropriate letter brief within no more than twenty (20) days from this date. Either or both parties shall have the right to submit to the Court a responsive brief within no more than ten (10) days thereafter.

BY THE COURT,

Frederic J. Ammerman

President Judge

FILED
JUN 11 2009
William A. Shaw
Prothonotary/Clerk of Courts

03:42 2CC Attys: Naddeo Taladay

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EXHIBIT
5
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Exhibit "F"

EDGEMATE, INC. Control : 5740

VENDOR Forcey Lumber Company, Inc. NO. 006719

OUR REF. NO.	YOUR INVOICE NO.	INV. DATE	INVOICE AMOUNT	AMOUNT PAID	DISCOUNT TAKEN
heck No : 6719	03/20/2007 1 ******		Total Check Amount	$41,749.54	******
V012929	541 Reinvoice	2/22/2007	$24,598.36	$24,598.36	$0.00
V012930	540 Reinvoice	2/22/2007	$10,997.42	$10,997.42	$0.00
V012931	547/555 reinvoi	2/22/2007	$6,153.76	$6,153.76	$0.00

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Purchase Order

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Roaring Spring Plant
333 E. Closson Road
Roaring Spring, PA. 16673 USA
Tel: 814-224-5137 Fax: 814-224-2534

Order Number	Order Date	Page
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Ship To : Edgemate, Inc.
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Line No	Order Qty / Blanket Type	Our Item Number / Description / Comments	Your Item Number	Warehouse / Unit Price	Request Date / Unit Measure	Extended Price	Change / Cancel
001	50,000	1200074 RV EMD SPEC DOOR CHERRY F/C 1/42 7 FT.		0.1550 SF	4/16/2007	7,750.00	
002	80,000	1200049 RV EMD SPEC 15 DOOR MAPLE F/C 1/42 7 FT. SPECIAL EDGEMATE GRADE DOOR		0.1350 SF	4/16/2007	10,800.00	
003	50,000	1200047 RV EMD SPEC DOOR OAK RED F/C 1/42 7 FT. SPECIAL EDGEMATE GRADE DOOR COMBINATION OF QTRS AND HEARTWOOD.		0.1100 SF	4/16/2007	5,500.00	
004	28,000	1200220 RV ABP SPEC 10 WHT OAK RIFT 1/42 8 FT AB GRADE PANEL		0.2200 SE	4/16/2007	6,160.00	
005	40,000	1200219 RV ABP SPEC 10 WHT OAK 1/42 8 FT. AB GRADE PANEL		0.1400 SF	4/16/2007	5,600.00	

ATTN: TERRY
FAX: 814-857-7298

PO P002006 TOTAL IN US DOLLARS 35,810.00

EXHIBIT
10
mc 2/4/09

EXHIBIT D

IN THE COURT OF COMMON PLEAS
OF
CLEARFIELD COUNTY, PENNSYLVANIA

FORCEY LUMBER COMPANY, a corporation Plaintiff	:	
-vs-	:	NO. 2007 - 714 - CD
EDGEMATE, INCORPORATED a corporation, Defendant	:	CIVIL DIVISION
-vs-	:	
JOE PARSONS d/b/a VENEER RESOURCES GROUP, LLC, and JOE PARSONS d/b/a MADISON SANZ, Ltd. and VENEER RESOURCES GROUP, LLC, and VENEER RESOURCES GROUP, Ltd. Additional Defendants	:	

PROCEEDINGS: Deposition of LISA WHITE

DATE: Wednesday, February 4, 2009
9:25 - 11:00 a.m.

PLACE: Naddeo & Lewis, LLC
207 East Market Street
Clearfield, PA 16830

REPORTED BY: Maryann Cornelius
Freelance Court Reporter
Notary Public

MARYANN CORNELIUS
Freelance Court Reporter
339 Southmont Boulevard
Johnstown, PA 15905
(814) 536-7405

APPEARANCES

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Edgemate, Inc.

I N D E X

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E X H I B I T S

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Ex. No. 2 - Unapplied Credit Memos	11
Ex. No. 3 - Applied Credits	14
Ex. No. 4 - E-Mail from Mr. Lardieri, 4/25/07	22
Ex. No. 5 - Check to Forcey Lumber Company	25
Ex. No. 6 - Invoice 540	25
Ex. No. 7 - Invoice 547	25
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STIPULATION

It is hereby stipulated by and between counsel for the respective parties that sealing, certification, and filing are waived, and that all objections except as to the form of the question are reserved to the time of trial.

EXAMINATION

BY MR. NADDEO:

Q Would you state your name, please.

A Lisa White.

Q What is your current occupation?

A I'm the director of finance at Edgemate.

Q Is that your only title with that company?

A I've had the controller title as well throughout the years.

Q Are you also the information technology manager?

A Yes, to a point.

Q Okay. So actually you perform two roles for Edgemate, the finance director and computer technology?

A Yes.

Q Okay. How long have you been the finance director?

A Since 2001.

Q And how long have you been the technology person?

A Probably since 2005.

Q Okay. Do you still serve in both capacities?
A Yes.
Q As the finance director, what are your duties?
A I run the accounting department, responsible for financial statements, payment of invoices, issuing of invoices from customers.
Q All right. As technology director, what are your responsibilities?
A I deal with people that have computer problems.
Q Okay. Now, are you familiar with any of the pleadings that have been filed in this case?
A Somewhat.
Q Okay. Have you been requested to prepare answers to any of the Interrogatories which were served by Forcey Lumber, who is the Plaintiff in this case?
A Did I do preparation of documents or --
MR. TALADAY: Well, I can't explain his question to you so --
THE WITNESS: Okay. I don't --
(Purchase Orders in Response to Request No. 1 marked as Exhibit No. 1.)
BY MR. NADDEO:
Q If you don't understand the question, I'll try to -- let me take a different direction. I'm going to show you a document which is titled, Response to Request Number 1, which

is a response to discovery, a discovery request made by the Plaintiff to Edgemate. And I'm maybe assuming that you may have prepared this document so I'd like you to look at that (indicating) and see if you are familiar with it?

A Yes.

Q Now according to that document the total sales reported in response to Request Number 1 is $1,592,385.09. Now I'm reading that upside down, did I read that correctly?

A Yes.

Q Okay. And, allegedly, these are sales made -- or, excuse me, purchases made by Edgemate from Joseph Parsons and/or any companies with whom he was affiliated?

A I would need to look at the document --

Q Okay.

A -- because it's only the one company. That's only Madison Sanz. There are other companies that he's affiliated with.

Q Okay. Well, then that's maybe going to explain why -- my next question. The next group of documents under the document identified as Response to Request Number 1 is a group of purchase orders, okay?

A Uh-huh.

Q Now these purchase orders (indicating) have been represented as being all purchase orders between Edgemate, Mr. Parsons, or any of his affiliated companies.

MR. TALADAY: I'll just object to the form of the question to the extent that it may or may not reflect what the document says.

MR. NADDEO: Well, I don't know what the document says, I'm just saying --

BY MR. NADDEO:

Q I want you to assume that was what was represented. All I want you to do is to confirm that those purchase orders do properly reflect all of the purchases made by Edgemate through Mr. Parsons, or his affiliated companies. Could you look at that (indicating) and tell me if that is correct?

A Well, in the middle here (indicating) there is another -- both purchases. So if it includes those, then, yes, I would say that's correct.

Q Okay. Well, maybe let me go at this in a little different direction. Let me show you what is a discovery request (indicating), which was made to your company asking that I be given copies of all purchase orders --

A Uh-huh.

Q -- dealing with Mr. Parsons or his affiliated companies.

A Okay.

Q Now I'm going to represent to you that in response to this request I received the purchase orders which you have just reviewed.

A As far as I can tell, I would say yes.

Q Okay. Now I've taken the liberty of adding those purchase orders to try to determine the total number of purchases made by Edgemate from Mr. Parsons, or one of his affiliated companies, okay? And in adding those purchase orders I come to a figure of $1,707,966.29. Now we have two options here. I can have you wade through those with a calculator, or does that figure, if you know, is that figure accurate? You're not going to be able to -- go ahead, I'm sorry.

A Well, if you were just pointing out the number to me from Madison Sanz and you're comparing it to all of these (indicating) --

Q We're going to get into that.

A -- which includes this (indicating) as well.

Q Right. I understand. The first question is, would you have any reason to doubt that the purchase orders that were supplied to me by Edgemate total that $1,707 --

MR. TALADAY: I'm going to object. Let's go off the record.

MR. NADDEO: Sure.

(Discussion held off record.)

BY MR. NADDEO:

Q While we were off record I believe you had an opportunity to go through the purchase orders that I requested

you to review?

A Correct.

Q Okay. And you reviewed those purchase orders to determine whether the -- to ascertain the total purchases made by Edgemate from Mr. Parsons or his affiliated companies, okay?

A Yes.

MR. TALADAY: As reflected in these records (indicating)?

MR. NADDEO: As reflected by records.

THE WITNESS: Yes.

BY MR. NADDEO:

Q Okay. Now let me make sure. Are these records true and correct copies of all of the purchases made by Edgemate from Mr. Parsons or one of his affiliated companies?

A What we have documentation for, yes.

Q Okay. Are you telling me there may be purchases that you don't have documented?

A They would have been prior to the computer system that we have now, they would have been prior to 2005.

Q Okay. Where are those records?

A We probably have them in our plant in boxes. I can't get a list because that computer is now defunct.

Q Do you have any idea, as we speak today, the dollar value of the purchases made by Edgemate from Mr. Parsons or

one of his affiliated companies prior to 2005?

A No, I have no idea.

Q Do you know how long he had been doing business with Edgemate prior to 2005?

A Not exactly, but I would say at least two years.

MR. NADDEO: Counsel, I'm going to ask you to have your client produce those records.

MR. TALADAY: To the extent that they're locatable without Herculean effort; or, I mean, to the extent we can do that in compliance with the Rules of Procedure we'll do it.

MR. NADDEO: Okay.

MR. TALADAY: Let's go off the record.

MR. NADDEO: Yeah, please.

(Discussion held off record.)

BY MR. NADDEO:

Q Miss White, can we now agree that at least based on the records that I have, which do not include pre 2005, that the total sales to Edgemate from Mr. Parsons, or affiliated companies of Mr. Parsons was $1,707,966.29?

A I saw that a few of those purchase orders were cancelled so I can't totally say that that was what we purchased from him.

Q Okay. Now, again, in response to the same request for discovery, we were provided with credit slips which have

been identified as unapplied credits. Would that be something that you would handle in your department?

A Yes.

(Unapplied Credit Memos in Response to Request No. 2 marked as Exhibit No. 2.)

BY MR. NADDEO:

Q Okay. Again, I'm going to show you in response to Request Number 2, which indicates a total of unapplied credits of $40,590.22. Did you prepare that document (indicating)?

A Yes.

Q Okay. And would that figure be correct according to your records?

A Yes.

Q Okay. Now you were also asked to produce copies of the unapplied credit slips?

A (Witness nods head).

Q Correct?

A Yes.

Q I would like you to look at this document (indicating) and tell me if those documents fairly portray all unapplied credit slips for Mr. Parsons and/or his affiliated companies?

A As long as it represents what I gave you.

Q Yeah, it does, I just want to make sure.

A Yes.

MR. TALADAY: This (indicating) is my copy of what you gave me?

THE WITNESS: Yes.

MR. TALADAY: The same thing?

THE WITNESS: Yes.

MR. TALADAY: So we'll assume that they're all there?

THE WITNESS: Yes.

MR. NADDEO: They're all there. We added them up.

THE WITNESS: Yes.

BY MR. NADDEO:

Q Okay. So in answer to my question, you have provided me with credit memos, unapplied, which we have identified as unapplied credit memos totaling the same amount as we have in response to our recent discovery request?

A Yes.

Q They match?

A Yes.

Q Okay. And these documents do represent all unapplied credit slips which you have since 2005?

A It would be all of them. We would have taken any prior ones before that.

Q Okay. So I have all unapplied credit slips even prior to 2005?

A Correct.

Q Okay. Now, Miss White, I would like to briefly return to the unapplied credit memos, okay?

A (Witness nods head).

Q It would appear that the credit memos that I've been supplied start in February of 2007?

A Yes.

Q You have a copy right in front -- well, that's the wrong one, let me get you the right one (indicating).

A Okay. Yes, I can see that.

Q And in June of 2007?

A Yes.

Q Okay. Now, again, you've indicated that these credit memos could be for deliveries made prior to 2005?

A No, that's not what I was saying.

Q Okay. I misunderstood you.

A That's not what I was saying.

Q Okay. Now, what were you saying?

A I'm saying these are unapplied. There could have been other credit memos that we had applied in prior years to other invoices.

Q Okay.

A These aren't all the credit memos that were issued.

Q These are only unapplied credits?

A Correct.

Q And we're talking unapplied credits for a finite

period of time being February 16th of '07 through June 18th of '07?

A Correct.

Q All right. Thank you. Now I have also been supplied vouchers for what has been identified as applied credits?

A Okay.

Q First of all, I want to define the terms. What does unapplied credit mean?

A That would be a credit that was issued that we have not applied to an invoice.

Q Okay. So applied credits would be credits that have already been applied to one of Mr. Parsons' invoices?

A Correct.

Q That means that Edgemate would have been compensated in some way for the applied credits, and by compensated you'd knock it off what you owe, or something to that effect?

A Yes, it's applied to an invoice.

(Applied Credits marked as Exhibit No. 3.)

BY MR. NADDEO:

Q Okay. Now I'm going to show you, I guess, what I have had marked as Exhibit Number 3, which has been represented as the applied credits given by Edgemate to Mr. Parsons or his affiliated companies?

A He would have given them to us.

Q Right.
A Not --
Q I'm sorry, his credit memos?
A Yes.
Q Okay. First question is, do the vouchers, do they fully represent all vouchers given to you -- excuse me. Do they accurately represent all vouchers given to you by Mr. Parsons or his affiliated companies?
A For that time period, yes.
Q And that time period would be what?
A It was from 2005 forward again.
Q From January of 2005 --
A Well, it's 2006. We started with the new computer system in February of 2006.
Q So actually these credit vouchers would be from 2006 through what date, please?
A 2007. Yeah, 2007, June.
Q Okay. So that any credit vouchers given to Edgemate by Mr. Parsons prior to February of 2006 would not be in the computer?
A Not in the computer system that we have now, no.
Q Would you have credit vouchers in your possession for the period prior to February of 2006?
A Yes.
Q Okay. Now, again, I've taken the liberty of

totaling the applied credits which seem to conform with the computer printout that was supplied by Edgemate indicating a total of $59,886.40. Are you able -- can you confirm the accuracy of that number?

A Yes.

Q Okay. Now, are you acquainted with Mr. Adam Lardieri?

A Yes.

Q Is he still employed by Edgemate?

A Yes.

Q Do you know what his current capacity of employment is?

A Materials manager and human resources.

Q Okay. Do you know how long he's been in that position?

A Since July of 2005.

Q Are you aware that he has given a deposition in this case similar to what I'm putting you through?

A Yes.

Q Have you ever seen his deposition?

A No.

Q I'm going to show you a transcript of Mr. Lardieri's deposition specifically starting at page 13, and ask you if you would review that portion of the deposition that I have marked (indicating).

MR. NADDEO: Counsel, do you have a copy of that?

MR. TALADAY: I have it in my file.

MR. NADDEO: Here, we have an extra copy.

BY MR. NADDEO:

Q Have you had a chance to review that portion of his testimony?

A Yes.

Q Okay. Specifically I was questioning, as you can see, Mr. Lardieri concerning defective material, would you agree?

A Yes.

Q That's what that line of questioning addresses?

A Correct.

Q Okay. And although it's a condensed version, I don't know if the lines match -- yes, they should. At line 22 I questioned Mr. Lardieri, question. So three percent is considered within standard deviation and he indicated that's fine for us.

A Yes.

Q Okay. Indicating that if you receive material and three percent is defective, you basically don't backcharge at that level? I mean, that's what he says, would you agree?

A Yeah.

Q Do you know whether that's true, is that company policy?

A I don't know.

Q All right. At line 14, which would be probably the next page, question. At what percentage do you ask for a credit, and his answer was at six.

A Yes.

Q Do you know whether it is company policy to not ask for a credit unless there is a six percent rate of defect in the material?

A No, I don't know that.

Q Okay. Is there anybody in the company who would know that besides Mr. Lardieri?

A I don't know who would or wouldn't know that.

Q Do you have any reason to question the accuracy of his testimony?

A No.

Q Okay. Now, have you ever divided the total credits represented by Exhibits 2 and 3 by the total sales represented by Exhibit 1?

A No.

Q You have or have not?

A No, I have not.

MR. NADDEO: Do you suppose you could get her a calculator to do that?

MR. TALADAY: I could.

MR. NADDEO: Thank you.

(Discussion held off record.)

BY MR. NADDEO:

Q I'm going to get an on-record surprise by the sound of things. Would you take the total credits of $100,476.62?

A I'm sorry, 100?

Q Yeah, 100. Total credits that was applied and unapplied, 476.62.

A Okay.

Q And divide by the total sales of $1,707,966.29.

A (Witness complies).

Q Did you get a percentage?

A Yes.

Q I hate to ask this question, what is the percentage?

A How many decimal points do you want?

Q Two is enough.

A 5.9.

(Discussion held off record.)

BY MR. NADDEO:

Q Okay. Now by taking the credits and dividing by sales I get a defect rate, or we get a defect rate based on the vouchers of 5.9 -- or let's call it six percent, right?

A Yes.

Q We'll round it off. I can live with six percent, it's an easier number to work with. Okay. Now I would like to go back to Mr. Lardieri's testimony, if we can, and I'd

like you to go to -- it's marked.

A Thirty?

Q Yes. Would you please review the part that I have marked there (indicating)?

A (Witness complies). Okay.

Q Again, I think the page numbers may be different in these transcripts.

MR. TALADAY: This would be the same.

MR. NADDEO: Well, the line numbers.

MR. TALADAY: No.

MR. NADDEO: Okay. You're right, they're just condensed.

BY MR. NADDEO:

Q Would you go to page 28, please.

A (Witness complies).

Q At line 14 I questioned Mr. Lardieri. Okay, so 1.4 should have been 40 percent. Do you see that?

A Yes.

Q His answer was rejection rate of .4, or 40 percent?

A Yes.

Q Next question. Okay. Now, does that mean that the veneer that was delivered to your company by Mr. Parsons had a 40 percent rejection rate average? Answer. Yes.

A Yes.

Q Now, do you have any records that would support that

testimony?

A Only the credit memos that you have in your possession from my department.

Q Okay. But based on the credit memos to total sales we come up with a rejection rate of six percent?

MR. TALADAY; I'm going to object to the form of the question in that you haven't had her confirm that she agrees with this or has any knowledge of it.

BY MR. NADDEO:

Q Okay. Do you agree with Mr. Lardieri's testimony?

A I can't say one way or the other if it's true.

Q All right. My next question. Do you have any records that would support that testimony?

A Not in my department.

Q Do you know what department might have records to support that 40 percent rejection rate?

A I don't know if anyone has it or not. I mean, not to -- my knowledge of it, I don't know.

Q Do you have any idea where Mr. Lardieri came up with a 40 percent rejection rate?

A I can't answer for him, no, I don't know.

Q So you don't know. I just want to cover something else. Would that be 40 percent -- line 23. Would that be higher or lower than your other suppliers? His answer was higher. Do you see that?

A I do, yes.

Q Okay. And on page 29, the next page at line 1, question. How much higher?

A I see that, yes.

Q His answer was, normal suppliers I'd say are around ten percent for a pallet that we rejected, in the ten to 15 percent range. Would that response -- do you know whether that response is accurate?

A I do not.

Q Okay. Do you have any records in your possession which would support his testimony that your average supplier runs ten to 15 percent rejections?

A No, not really.

Q Do you know who would have those records?

A I can't say who would have them.

Q Do you have any idea where Mr. Lardieri got his information?

A I don't know.

(Discussion held off record.)

(E-mail from Mr. Lardieri dated 4/25/07 marked as Exhibit No. 4.)

BY MR. NADDEO:

Q Okay. I'm going to show you what has been marked as Exhibit 4 (indicating), and ask you if you have had an opportunity to review that document with your counsel?

A Yes.

Q Okay. Have you ever seen that document before today?

A No.

Q Would you agree that that document purports to be an E-mail from Mr. Lardieri to Madison Sanz Limited?

A Yes.

Q Was Madison Sanz Limited one of the companies with whom Mr. Parsons was affiliated?

A Yes.

Q Okay. Now according to that E-mail Mr. Lardieri indicates that as of the date of the E-mail that the credits due from Madison Sanz was $23,398.34?

A That's what it says, yes.

Q I understand. I'm not asking you to speak to that, I'm just asking if you agree that's what it says?

A Yes.

Q And that E-mail is dated Wednesday, April 25th, 2007 at 2:40 p.m.?

A Yes.

Q Okay. Now, would those credits be something that you maintain through your office?

A I can't say that we had all of them at that point.

Q Okay. No, I'm not asking you. I mean, these are records that you keep in your department, the credit memos?

A Yes.

Q Okay. And we've already gone over the credit memos?

A Yes.

Q All right. Now I would like you to please go back to what has been marked as Deposition Exhibit Number 2, the outstanding credits.

MR. TALADAY: You're looking at the summary there?

MR. NADDEO: Yes. The grand total summary page right here (indicating).

THE WITNESS: Oh, okay. I see that page, yes.

BY MR. NADDEO:

Q Okay. Now according to that summary page there were two additional credits charged after April 25th of 2007?

A According to that document, yes.

Q Right. And the one entry is for April 30th at $330.14?

A Yes.

Q And one entry for June 18th, 2007 for $5,802.24?

A Yes.

Q Now in round figures --

MR. TALADAY: Wait. I think you're missing some above. There are some other June numbers that are higher on the list that are out of chronological order, May, June.

MR. NADDEO: Okay.

BY MR. NADDEO:

Q At any rate, according to the records in your department the unapplied credits as of June 18th, 2007 totaled $40,590.22?

A That's correct.

(Check to Forcey Lumber Company dated 3/20/07 marked as Exhibit No. 5.)

BY MR. NADDEO:

Q All right. Miss White, I'm going to show you what has been marked as Deposition Exhibit Number 5 (indicating), and ask you if you are familiar with that check?

A Yes.

Q Was that check issued by your department?

A Yes.

Q Okay. And was it issued on March 20th of 2007?

A Yes.

Q Okay. And can you tell me the invoices for which that check was issued?

A According to the stubs it was 541, 540, 547 and 555.

(Invoice Nos. 540, 547 and 541 marked as Exhibit Nos. 6, 7 and 8.)

BY MR. NADDEO:

Q I'm going to show you what I have had marked as Deposition Exhibits 6, 7 and 8, and ask you if you can identify those documents for me?

A They appear to be bills of lading from the Veneer Resources Group.

Q Okay. And are those the invoices referenced in Exhibit 5?

A I don't have the invoices in front of me so I can't say.

MR. TALADAY: It's the second page of each one.

THE WITNESS: What was the question again?

BY MR. NADDEO:

Q My question was do those Exhibits reflect the invoices referenced in Exhibit 5? The second page of the Exhibit would be the invoice number.

A Yes, all but 555, which is referenced there as well.

Q Let me go back to Exhibit 5, please. Exhibit 5 indicates invoice numbers 541, 540, 547/555?

A Uh-huh. Yes.

Q What does the 547/555 mean?

A I can't say for certain.

Q You don't know?

A This could have been multiple receipts is probably what it was.

Q Multiple receipts. I'm not -- could you explain that to me?

A On a purchase order sometimes there are multiple receipts against a purchase order and they would be invoiced

on separate invoices, but still represent the same purchase order.

Q Okay. Would you have in your possession this 555 invoice?

A Yes.

Q Okay. Let's go back through those.

A Yes.

Q We have Exhibits 6, 7 and 8. Would you go to Exhibit 6, please?

A Yes.

Q When was that material in Exhibit 6 received by Edgemate?

A According to the document, February 23rd of 2007.

Q When was the material represented by Exhibit 7 received by Edgemate?

A According to the document, February 23rd, 2007.

Q And according to Exhibit 6, when was the material evidenced by that invoice received by Edgemate?

A Six we did already. But that says, according to that it's February 23rd of 2007.

Q Okay. So all of the material represented by Exhibits 6, 7 and 8 was received on February 23rd of 2007?

A According to the documentation, yes.

Q What is Edgemate's accounts payable policy?

A As far as?

Q Well, when you get an invoice, when do you pay, is it 30 days, 60 days, 90 days or --

A It depends on the vendor, what their terms are.

Q All right. With this particular vendor, what were the payment terms?

A I believe according to the invoice it's two percent net ten, which would mean two percent in ten days, net 30.

Q Okay. So with this vendor you would normally write a check within ten days from the day you received the material?

A Not all the time, no.

Q Okay. Well, I guess I need to know with this specific vendor, what was the payment policy, and I'm talking about Mr. Parsons or his affiliated companies?

A We attempted to take the discount whenever we could. There were times that we couldn't so --

Q So going back to Exhibit 5, which is the check written to pay those particular invoices, that check was not written until 3/20 of '07?

A Correct.

Q So with respect to this particular material, Edgemate did not take advantage of the two percent discount?

A That's correct.

Q All right. Now, when you don't take advantage of the two percent discount, what are the payment terms with this

vendor?

A It would be net 30.

Q Pardon.

A It would be net 30.

Q Okay. So that this check would have been written within the 30 day pay time frame, March 20th?

A Correct.

Q Who authored this particular check?

A As far as?

Q Well, I mean, do you automatically write the check when you get an invoice, or do you have to get permission from somebody to write the check?

A We make sure the material is received, the invoices entered, it's checked for accuracy, and then the check is issued.

Q Okay. So, would I be correct that Exhibit 5, that particular check was basically issued in the due course of business?

MR. TALADAY: I object to the question only to the extent that the term "due course of business" has a legal connotation and may not be -- there may be a misunderstanding.

MR. NADDEO: All right.

BY MR. NADDEO:

Q Do you understand what I mean by due course of

business? I mean, we've just talked about your payment terms with this vendor, correct?

A With which vendor?

Q Well, Mr. Parsons.

A Mr. Parsons?

Q Yes.

A So, what do you mean by "due course of business?"

Q Well, let me go back through it. The invoices would provide Edgemate with a two percent discount if the material is paid within ten days?

A Correct.

Q Okay. In this particular case the material was not paid for within ten days?

A That's correct.

Q I understand that in the absence of taking advantage of the discount the bill would have to be paid within 30 days?

A Correct.

Q And, in fact, the check would indicate that the bill, at least a check was written --

A Yes.

Q -- within 30 days?

A Correct.

Q That would have been your normal course of business for this vendor?

A For Joe Parsons and related vendors, yes.

Q Okay. Now, does anybody check the material before you write the check?

A It's received in our receiving department, that's where the check takes place.

Q Okay. Let me ask a different question. Somebody makes sure that you got the material, right?

A Correct.

Q Does anybody check the material for rejects before you write the check?

A I can't answer that question.

Q You don't know?

A No, I don't.

Q It's not your department?

A No.

Q Okay. So, if Mr. Parsons, unless you were told something to the contrary, you would have written a check within 30 days?

A Correct.

Q And did in fact draft a check within 30 days?

A Yes.

Q Do you know what happened to the check after it was written?

A As far as?

Q Well, I mean, what, did you send it to Parsons, did you put it in the mail, did you put it in your desk, what

happened to the check?

A After it was cut --

Q Yes.

A -- and signed or --

Q Yes.

A To my knowledge it was mailed.

Q Okay. You don't actually mail the checks, do you?

A No.

Q So the best answer you can give me is you don't know what happened to that check after it was cut and signed, do you?

A After it left my possession, no.

Q Okay. The normal procedure would be to put it in the mail to the vendor?

A Correct.

Q And you don't know whether this particular check was placed in the mail to the vendor except that that would be the normal procedure?

A Correct.

Q So if the check wasn't put in the mail, you would have no way of knowing that?

A No.

Q Now, as we sit here today, do you have any reason to believe that this particular check, and I'm referring to Exhibit 5, was not placed in the mail?

A No.

Q Okay. On Exhibit 5 there is a legend which says, payment stopped?

A Yes.

Q Do you know anything about that?

A Yes.

Q What do you know about the payment being stopped? Time out. Let me go through it. First of all, when was the payment stopped?

A I don't recollect the exact date that it was stopped.

Q Okay. Do you know why the payment was stopped?

A Yes.

Q Why?

A I was instructed to do so.

Q By whom were you instructed to stop payment?

A Harry Benjamin.

Q Did Mr. Benjamin share with you his reasons for stopping the check?

A Not at that time.

Q Okay. Did he at any time share his reasons for stopping the check?

A Yes.

Q Do you recall when he shared his reasons for stopping the check?

A No, not the exact date, no.

Q Well, the check was apparently written or drafted on March 20th --

A Correct.

Q -- of 2007? Can you tell me how many days, weeks, or months, best guess, that you talked with Mr. Benjamin about why the check was stopped?

A No, I can't.

Q Would it be more than a month?

A I can't really say.

Q Okay. That's all right. What did he tell you?

A That there were credits outstanding against this check that weren't taken.

Q Okay. And would those be the unapplied credits that have been identified in Exhibit 2?

A That's correct, yes.

Q Okay. Now, was it customary for Edgemate to allow credits to build up to 40 plus thousand dollars?

A I can't really say we -- I would say, yeah, if we were in the normal course of business with that person.

Q Okay. In this particular case the credits accrued according to your records between February of 2007 and June of 2007, correct?

A Correct. If we didn't have --

Q A year and a half?

A 2007?

Q Excuse me. Half a year, six months or so?

A It's only four months.

Q Four months. Well, it's five months, but somewhere between four and five months?

A Correct.

Q Okay. So you're telling me that with a -- with a regular vendor it wouldn't be at all unusual to accrue over $40,000 of credits within a four to five month period?

A Not with a normal vendor, no, because we don't usually have credits that large with a normal vendor.

Q Well, maybe that's --

A We don't have -- we didn't have the amount, the sheer amount of them that we had with him with other vendors.

Q Now he, of course, had been a vendor for a number of years before you assumed your current position, right?

A Before I started at Edgemate, I don't believe he was a vendor at all.

Q When did he become a vendor?

A I don't exactly remember when.

Q It would be sometime prior to 2005, correct?

A That's correct, yes.

Q To your knowledge, is this the first time that this particular vendor accrued credits of over $40,000 within a four to five month period?

A I can't say that for sure.

Q Okay. Do you have records which -- from which you could review and answer that question?

A Yes.

Q And those records would be in your possession?

A Yes.

Q But those records would not include anything other than I've already provided, would they? You don't have any other records that would answer that question other than what you've already given me, sales, credit memos?

A Not for that time period, no.

Q You have some records prior to 2005?

A Yes.

Q Okay. But anything after 2005 would be in my possession, is that right?

A Yes.

Q Okay. So, if there were periods of accrued credits of 40 or more thousand dollars within a four to five month period, I should be able to determine that from the records you've given me, at least for the period of time you've given me?

A I would assume so, yes.

Q Okay. Again, in reference to Exhibit 5, that's a check upon which Edgemate stopped payment?

A Yes.

Q Okay. You have been handling the Edgemate accounts for how long?

A Since 2001.

Q Okay. During that period of time have you ever stopped payment on any other supplier?

A I'm sure we have. I don't recall any off the top of my head during that time period.

Q Do you have any idea of how many times you've stopped payment on checks?

A No idea.

Q So, would you agree it's not customary to stop payment on checks to your suppliers?

A Yes.

Q Can you tell me, let's say on a yearly average, how many times you've stopped checks to a supplier?

A I can't really say.

Q Well, when is the last time you stopped a check besides Exhibit 5?

A I would say within the last year.

Q Okay. Do you have a record of having stopped payment on that check?

A If there was one, yes, we would have that.

Q Well, you just told me there was one within the last year.

A I don't know that for certain.

Q Well, you know, you understand we're not asking you to guess.

A I understand.

Q Okay. So, if I asked you when is the last time you stopped payment on a check to a supplier, your answer is what?

A I don't know.

Q Thank you. Do you have authority to stop payment on checks on your own?

A Yes.

Q So, as far as Exhibit 5 is concerned, you could have stopped payment on that check without any direction from Harry Benjamin?

A Yes.

Q Okay. When is the last time you, without anybody else's input, stopped payment on a check?

A I don't recall.

Q You have those records someplace?

A Yes, I can get them.

Q I mean, would that be a situation where you would have to go back and look through old boxes?

A Yes.

Q You wouldn't have that on a computer someplace?

A I could maybe request it from the bank.

Q Is there anyone else at Edgemate who has authority to stop payment on checks besides you and maybe whoever you

work for, and when I say whoever, somebody that's above you in the company?

A No.

Q Now Exhibit 5 is made payable to Forcey Lumber Company?

A Correct.

Q The purchase of the materials was, apparently, made from Mr. Parsons or one of his companies?

A Correct.

Q Do you know why this check, Exhibit 5, was written to Forcey Lumber Company?

A Joe Parsons requested that it be written there.

Q Is that the first time you ever directed either mail -- is that the first time you've ever prepared a check -- is Exhibit 5 the first time you ever prepared a check to Forcey Lumber?

A Yes.

Q Is Exhibit 5 the first time that you've ever directed a check payable to someone else to Forcey Lumber? That's a bad question.

Have you ever written a check to someone else, but sent it to Forcey Lumber?

A Yes.

Q And was that done prior to the date of the check date on Exhibit 5?

A Yes.
Q How many times did you do that?
A I don't recall the exact number.
Q Okay. On whose instructions did you do that?
A To mail it to them was Joe Parsons.
Q But he gave you the instructions?
A Yes.
Q Okay. Now, how many times did you send a check to Forcey Lumber prior to March 20th of 2007?
A A check written to Forcey?
Q No, written to anybody.
A I don't recall exactly how many times.
Q Was it more than once?
A I believe.
Q Did anyone stop payment on those checks?
A No.
Q Did anyone inform Forcey Lumber that you had credit that you would claim against Mr. Parsons in respect to those deliveries?
A No. But our relationship wasn't with Forcey Lumber.
Q That's okay. I'm not sure your attorney wants you to volunteer those things, but I don't mind.
A I'm sorry.
Q That's all right. Because that wasn't my question. My question was, number one, did you send checks prior to

March 20th, and I think the answer is yes, it could be more than one, correct?

A Yes.

Q And those checks were mailed at the request of Mr. Parsons?

A Yes.

Q And nobody stopped payment on any of those checks?

A No.

Q And nobody informed Forcey Lumber that Edgemate had any claims concerning defective material in respect to those purchases?

A From Joe Parsons?

Q Yeah.

A Correct.

Q So Edgemate's credit claims against Mr. Parsons, apparently, arose sometime just prior to the March 20th, 2007 check?

MR. TALADAY: I have to object to the form of that question.

MR. NADDEO: Okay. Let me rephrase the question.

BY MR. NADDEO:

Q At some point, apparently, according to your records Mr. Parsons cranked up over $40,000 worth of credits?

A Correct.

Q Okay. And that happened over a four or five month

period?

A Correct, yes.

Q During that four or five month period, were any checks written to Mr. Parsons besides the check -- not to Mr. Parsons, to anyone for material received from Mr. Parsons other than the check that appears in Exhibit 5?

A From February?

Q Yeah.

A I don't know exactly for sure.

Q You have those records, right?

A Correct. Yes.

Q And that would be in your computer?

A Correct.

Q So, if I wanted to know if any checks were written for material supplied by Mr. Parsons from February of '07 through June of '07, you would be able to tell me that?

A Correct.

MR. NADDEO: Counsel, I'm going to ask that you do that for me, and I'm guessing that will -- doesn't sound like an oppressive request.

MR. TALADAY: And I will make all reasonable efforts to do so.

MR. NADDEO: And I will accept a letter from you either yes or no, and if there is -- okay, I don't need a formal response. I mean, if you can have your client

provide the information and pass it on to me, either yes, no, or maybe.

MR. TALADAY: We can do that.

MR. NADDEO: Thank you.

BY MR. NADDEO:

Q I understand from prior activities with this particular litigation that in some cases it is customary for Edgemate to destroy material that can't be used in some fashion. For instance, if I provide veneer to Edgemate and the veneer doesn't meet specs and it can't be used in some fashion, it goes down a shredder. Is that -- are you aware of that?

A I don't quite know how to answer that question.

Q Okay. Let me -- let's assume for the sake of my questions --

A Uh-huh.

Q -- that when a pallet of veneer comes into Edgemate that somebody inspects it for quality, correct?

A I can't answer that someone does it right then.

Q No, no, no. But at some point the pallets are inspected for the quality of the material?

A Correct.

Q And if the material does not meet the proper quality for veneer, it can be used either as edging -- it sometimes can be used as edging material and sometimes it can't be used

at all, is that correct, do I understand that properly?

MR. TALADAY: I think --

BY MR. NADDEO:

Q If you know.

A I don't know.

Q Okay. Do you keep any type of record on your computers of material that's rejected, not in dollar amounts, but in quantity? For instance, so and so shipped 600,000 square feet of veneer and 10,000 of it was not up to spec. Do you keep a record like that?

A Not in the accounting system that we have.

Q Is that record kept anywhere?

A I can't answer that.

Q Okay.

MR. NADDEO: That's all the questions I have.

MR. TALADAY: That's it.

(The deposition was concluded at 11:00 a.m.)

E R R A T A

I, LISA WHITE, have read the foregoing deposition given by me on Wednesday, February 4, 2009, at the offices of Hanak, Guido & Taladay, 528 Liberty Boulevard, DuBois, PA, in the case of Forcey Lumber Company v Edgemate, Inc.

This deposition should be corrected as follows:

PAGE LINE ERROR OR AMENDMENT AND REASON THEREFORE:

Subject to these corrections, my testimony reads as given by me in the foregoing. Signed this _____ day of _____, 2009.

_____

COMMONWEALTH OF PENNSYLVANIA :
: ss:
COUNTY OF CAMBRIA :

I, MARYANN CORNELIUS, Freelance Court Reporter and Notary Public, Commonwealth of Pennsylvania,

DO HEREBY CERTIFY, that the foregoing deposition was taken before me at the time and place stated herein; that I administered unto the deponent his oath to testify to the truth, the whole truth, and nothing but the truth; that he was there and then orally examined and testified as herein set forth; that I reported said examination and testimony stenographically, and that this transcript of deposition constitutes a true and correct transcription of the shorthand report of said deposition.

I FURTHER CERTIFY that I am neither related to nor employed by any counsel or party to the cause pending, nor interested in the event thereof.

IN WITNESS WHEREOF, I have hereunto affixed my hand and official seal this 18th day of February, 2009, at Ebensburg, Cambria County, Pennsylvania.

MARYANN CORNELIUS
Notary Public
Commonwealth of Pennsylvania
My Commission Expires 4/25/2010

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-Y-

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Purchase Orders

2,077.60 +
5,040.00 +
9,391.20 +
28,160.00 +
8,738.39 +
6,079.71 +
46,825.00 +
15,000.84 +
32,961.40 +
29,669.08 +
35,200.00 +
36,300.00 +
40,675.00 +
20,565.95 +
23,950.00 +
400.00 +
4,125.00 +
39,950.00 +
29,850.00 +
33,675.00 +
36,271.41 +
34,725.00 +
42,500.00 +
21,623.76 +
6,350.00 +
15,750.00 +
34,250.00 +
36,050.00 +
39,325.00 +
38,498.20 +
24,375.00 +
29,885.00 +
43,675.08 +
16,666.72 +
27,500.00 +
37,400.00 +
27,300.00 +
[redacted] +
[redacted] –
30,050.00 +
30,460.00 +
14,778.25 +
35,450.00 +
39,100.00 +
64,520.00 +
24,500.00 +
80,900.00 +
22,400.00 +
27,472.50 +
30,150.00 +
1,750.00 +
60,625.00 +
93,750.00 +
10,450.00 +
30,750.00 +
22,500.00 +
12,900.00 +
89,750.00 +
1,581.20 +
11,000.00 +
9,250.00 +
4,000.00 +
060.....
1,707,966.29 *

EXHIBIT
1
mc 2/4/09

Response to Request No. 1

Edgemate Inc.
Purchase Orders
Date between 1/1/2005 and 8/31/2008,Vendor IDs between 17176 and 17176

Order ID	Vendor ID	Name	Order Date	Recv On	Status	Amount
034484	17176	Madison Sanz LTD.	11/30/2005	1/26/2006	Closed	$2,077.60
034592	17176	Madison Sanz LTD.	1/3/2006	2/10/2006	Closed	$5,040.00
034643	17176	Madison Sanz LTD.	1/18/2006	1/30/2006	Closed	$9,391.20
P000404	17176	Madison Sanz LTD.	1/30/2006	2/6/2006	Closed	$28,160.00
P000420	17176	Madison Sanz LTD.	2/2/2006	2/2/2006	Closed	$8,738.39
P000424	17176	Madison Sanz LTD.	2/3/2006	2/6/2006	Closed	$6,079.71
P000449	17176	Madison Sanz LTD.	2/9/2006	2/14/2006	Closed	$46,825.00
P000466	17176	Madison Sanz LTD.	2/13/2006	2/17/2006	Closed	$15,000.84
P000470	17176	Madison Sanz LTD.	2/14/2006	3/3/2006	Closed	$32,961.40
P000500	17176	Madison Sanz LTD.	2/20/2006	2/28/2006	Closed	$29,669.08
P000538	17176	Madison Sanz LTD.	3/2/2006	3/6/2006	Closed	$35,200.00
P000553	17176	Madison Sanz LTD.	3/7/2006	3/13/2006	Closed	$36,300.00
P000613	17176	Madison Sanz LTD.	3/21/2006	3/27/2006	Closed	$40,675.00
P000637	17176	Madison Sanz LTD.	3/27/2006	3/31/2006	Closed	$20,565.95
P000661	17176	Madison Sanz LTD.	4/3/2006	4/10/2006	Closed	$23,950.00
P000680	17176	Madison Sanz LTD.	4/6/2006	4/11/2006	Closed	$400.00
P000689	17176	Madison Sanz LTD.	4/10/2006	4/14/2006	Closed	$4,125.00
P000702	17176	Madison Sanz LTD.	4/12/2006	4/21/2006	Closed	$39,950.00
P000724	17176	Madison Sanz LTD.	4/19/2006	4/19/2006	Closed	$29,850.00
P000746	17176	Madison Sanz LTD.	4/24/2006	4/28/2006	Closed	$33,675.00
P000762	17176	Madison Sanz LTD.	4/27/2006	5/12/2006	Closed	$36,271.41
P000803	17176	Madison Sanz LTD.	5/8/2006	5/11/2006	Closed	$34,725.00
P000842	17176	Madison Sanz LTD.	5/16/2006	5/19/2006	Closed	$42,500.00
P000857	17176	Madison Sanz LTD.	5/18/2006	5/31/2006	Closed	$21,623.76
P000864	17176	Madison Sanz LTD.	5/19/2006	5/25/2006	Closed	$6,350.00
P000877	17176	Madison Sanz LTD.	5/25/2006	5/25/2006	Closed	$15,750.00
P000885	17176	Madison Sanz LTD.	5/30/2006	6/7/2006	Closed	$34,250.00
P000955	17176	Madison Sanz LTD.	6/12/2006	6/12/2006	Closed	$36,050.00
P001034	17176	Madison Sanz LTD.	6/27/2006	6/29/2006	Closed	$39,325.00
P001075	17176	Madison Sanz LTD.	7/11/2006	7/13/2006	Closed	$38,498.20
P001113	17176	Madison Sanz LTD.	7/19/2006	7/21/2006	Closed	$24,375.00
P001162	17176	Madison Sanz LTD.	8/1/2006	8/1/2006	Closed	$29,885.00
P001175	17176	Madison Sanz LTD.	8/3/2006	8/21/2006	Closed	$43,675.08
P001230	17176	Madison Sanz LTD.	8/15/2006	8/15/2006	Closed	$16,666.72
P001247	17176	Madison Sanz LTD.	8/21/2006	8/23/2006	Closed	$27,500.00
P001271	17176	Madison Sanz LTD.	8/28/2006	8/31/2006	Closed	$37,400.00
P001346	17176	Madison Sanz LTD.	9/12/2006	9/13/2006	Closed	$27,300.00
P001366	17176	Madison Sanz LTD.	9/15/2006	9/19/2006	Closed	$30,050.00
P001381	17176	Madison Sanz LTD.	9/20/2006	9/25/2006	Closed	$30,460.00
P001397	17176	Madison Sanz LTD.	9/25/2006	9/26/2006	Closed	$14,778.25
P001413	17176	Madison Sanz LTD.	9/29/2006	10/6/2006	Closed	$35,450.00
P001414	17176	Madison Sanz LTD.	9/29/2006	10/17/2006	Closed	$39,100.00
P001558	17176	Madison Sanz LTD.	11/7/2006	11/13/2006	Closed	$64,520.00
P001630	17176	Madison Sanz LTD.	11/21/2006	11/28/2006	Closed	$24,500.00
P001662	17176	Madison Sanz LTD.	11/30/2006	12/30/2006	Closed	$80,900.00
P001690	17176	Madison Sanz LTD.	12/6/2006	12/13/2006	Closed	$22,400.00
P001717	17176	Madison Sanz LTD.	12/11/2006	12/20/2006	Closed	$27,472.50
P001727	17176	Madison Sanz LTD.	12/13/2006	12/20/2006	Closed	$30,150.00
P001737	17176	Madison Sanz LTD.	12/15/2006	12/21/2006	Closed	$1,750.00
P001741	17176	Madison Sanz LTD.	12/18/2006	12/25/2006	Closed	$60,625.00
P001801	17176	Madison Sanz LTD.	1/5/2007	2/5/2007	Closed	$93,750.00
P001819	17176	Madison Sanz LTD.	1/12/2007	1/17/2007	Closed	$10,450.00
P001833	17176	Madison Sanz LTD.	1/19/2007	1/26/2007	Closed	$30,750.00

Date between 1/1/2005 and 8/31/2008,Vendor IDs between 17176 and 17176

ler ID	Vendor ID	Name	Order Date	Recv On	Status	Amount
)1849	17176	Madison Sanz LTD.	1/23/2007	1/30/2007	Closed	$22,500.00
)1883	17176	Madison Sanz LTD.	1/29/2007	2/9/2007	Canc	$12,000.00
ort totals:						$1,592,385.09

EDGEMATE

Purchase Order

lgemate, Inc.
)aring Spring Plant
} E. Closson Road
aring Spring, PA. 16673 USA
: 814-224-5137 Fax: 814-224-2534

Order Number	Order Date	Page
034484	11-30-05	

)rdered From : Madison Sanz LTD.
14 - B North Robbins Street
Thomasville, NC 27360
USA

Ship To : Edgemate, Inc.
333 Closson Road
Roaring Spring, PA 16673
USA

All monetary values expressed in : US DOLLAR

Buyer	Terms	Acknowledge	F O B	Ship Via
JOSH FOCHT	1.0%/10 days,Net 30		DESTINATION	BEST WAY

ine No	Order Qty / Blanket Type	Our Item Number / Description / Comments	Your Item Number	Warehouse / Unit Price	Request Date / Unit Measure	Extended Price	Change / Cancel
01	14,840	1200107 RV BP SPEC 08 HICKORY/PECAN 10 FT 10 FT. B-GRADE PANEL		0.1400 SF	1/26/2006	2,077.60	

PO 034484 TOTAL IN US DOLLARS **2,077.60**

EDGEMATE
Purchase Order

dgemate, Inc.
baring Spring Plant
3 E. Closson Road
aring Spring, PA. 16673 USA
l: 814-224-5137 Fax: 814-224-2534

Order Number	Order Date	Page
034592	01-03-06	

Ordered From : Madison Sanz LTD.
14 - B North Robbins Street
Thomasville, NC 27360
USA

Ship To : McFADDEN'S HARDWOOD & HARDW
2164 BUCKINGHAM ROAD
OAKVILLE, ON L6H 6M7
CANADA

All monetary values expressed in : US DOLLAR

Buyer	Terms	Acknowledge	F O B	Ship Via
JOSH FOCHT	1.0%/10 days,Net 30		DESTINATION	BEST WAY

Line No	Order Qty / Blanket Type	Our Item Number / Description / Comments	Your Item Number	Warehouse / Unit Price	Request Date / Unit Measure	Extended Price	Change / Cancel
001	36,000	1200107 RV BP SPEC 08 HICKORY/PECAN 10 FT 10 FT. B-GRADE PANEL		0.1400	2/10/2006 SF	5,040.00	

PO 034592 TOTAL IN US DOLLARS **5,040.00**

EDGEMATE
Purchase Order

dgemate, Inc.
)aring Spring Plant
3 E. Closson Road
aring Spring, PA. 16673 USA
l: 814-224-5137 Fax: 814-224-2534

Order Number	Order Date	Page
034643	01-18-06	

Ordered From : Madison Sanz LTD.
14 - B North Robbins Street
Thomasville, NC 27360
USA

Ship To : McFADDEN'S HARDWOOD & HARDW
2164 BUCKINGHAM ROAD
OAKVILLE, ON L6H 6M7
CANADA

All monetary values expressed in : US DOLLAR

Buyer	Terms	Acknowledge	F.O.B	Ship Via
JOSH FOCHT	1.0%/10 days,Net 30		DESTINATION	BEST WAY

Line No	Order Qty / Blanket Type	Our Item Number / Description / Comments	Your Item Number	Warehouse Unit Price	Request Date / Unit Measure	Extended Price	Change / Cancel
001	39,130	1200062 RV AB DIMENSION RED OAK 8 FT. 6.375 W x 104" L - 8500 PIECES		0.2400 SF	1/30/2006	9,391.20	

PO 034643 TOTAL IN US DOLLARS **9,391.20**

EDGEMATE

Purchase Order

igemate, Inc.
)aring Spring Plant
3 E. Closson Road
aring Spring, PA. 16673 USA
l: 814-224-5137 Fax: 814-224-2534

Order Number	Order Date	Page
P000404	01-30-06	

Ordered From : Madison Sanz LTD.
14 - B North Robbins Street
Thomasville, NC 27360
USA

Ship To : McFADDEN'S HARDWOOD & HARDW
2164 BUCKINGHAM ROAD
OAKVILLE, ON L6H 6M7
CANADA

All monetary values expressed in : US DOLLAR

Buyer	Terms	Acknowledge	F O B	Ship Via
JOSH FOCHT	1.0%/10 days,Net 30		DESTINATION	BEST WAY

Line No	Order Qty / Blanket Type	Our Item Number / Description / Comments / Your Item Number	Warehouse Unit Price	Request Date / Unit Measure	Extended Price	Change Cancel
)01	50,000	1200039 RV EMD SPEC DOOR POPLAR WHITE 1/36 7 FT DOOR LENGTH	0.1400 SF	2/6/2006	7,000.00	
)02	40,000	1200061 RV HPVA AP SPEC 05 WALNUT F/C 1/42 8 FT	0.1800 SF	2/6/2006	7,200.00	
)03	25,000	1200040 RV EMD SPEC DOOR WALNUT F/C 1/42 7 FT.	0.1800 SF	2/6/2006	4,500.00	
)04	40,000	1200041 RV EMP SPEC WHT OAK RIFT 1/42 8 FT. RIFT CUT NO FLAKE FOR SHEET VENEER	0.2200 SF	2/6/2006	8,800.00	
)05	3,000	1200059 RV AAP SPEC MAPLE 1/42 8 FT.	0.2200 SF	2/6/2006	660.00	

PO P000404 TOTAL IN US DOLLARS **28,160.00**

EDGEMATE

Purchase Order

dgemate, Inc.
baring Spring Plant
3 E. Closson Road
aring Spring, PA. 16673 USA
l: 814-224-5137 Fax: 814-224-2534

Order Number	Order Date	Page
P000420	02-02-06	

Ordered From : Madison Sanz LTD.
14 - B North Robbins Street
Thomasville, NC 27360
USA

Ship To : McFADDEN'S HARDWOOD & HARDW
2164 BUCKINGHAM ROAD
OAKVILLE, ON L6H 6M7
CANADA

All monetary values expressed in : US DOLLAR

Buyer	Terms	Acknowledge	F O B	Ship Via
SUSAN FOOR	1.0%/10 days,Net 30		DESTINATION	BEST WAY

Line No	Order Qty / Blanket Type	Our Item Number / Description / Comments / Your Item Number	Warehouse / Unit Price	Request Date / Unit Measure	Extended Price	Change / Cancel
001	14,674	1200027 RV SEB SPEC 02 WALNUT F/C 1/42	0.1000 SF	2/2/2006	1,467.40	
002	5,419	1200022 RV SEB SPEC 02 WHT OAK F/C 1/42	0.0750 SF	2/2/2006	406.43	
003	29,411	1200019 RV SEB SPEC 02 RED OAK F/C 1/42	0.0750 SF	2/2/2006	2,205.83	
004	8,938	1200009 RV SEB SPEC 02 CHERRY F/C 1/42	0.0800 SF	2/2/2006	715.04	
005	28,693	1200015 RV SEB SPEC 02 MAPLE F/C 1/42	0.0700 SF	2/2/2006	2,008.51	
006	2,209	1200003 RV SEB SPEC 02 ASH WHITE F/C 1/42	0.0750 SF	2/2/2006	165.68	
007	17,695	1200009 RV SEB SPEC 02 CHERRY F/C 1/42	0.1000 SF	2/2/2006	1,769.50	

PO P000420 TOTAL IN US DOLLARS **8,738.39**

EDGEMATE

Purchase Order

dgemate, Inc.
oaring Spring Plant
3 E. Closson Road
aring Spring, PA. 16673 USA
l: 814-224-5137 Fax: 814-224-2534

Order Number	Order Date	Page
P000424	02-03-06	

Ordered From : Madison Sanz LTD.
14 - B North Robbins Street
Thomasville, NC 27360
USA

Ship To : Edgemate, Inc.
333 Closson Road
Roaring Spring, PA 16673
USA

All monetary values expressed in : US DOLLAR

Buyer	Terms	Acknowledge	F O B	Ship Via
JOSH FOCHT	1.0%/10 days,Net 30		DESTINATION	DELIVER

Line No	Order Qty / Blanket Type	Our Item Number / Description / Comments	Your Item Number	Warehouse / Unit Price	Request Date / Unit Measure	Extended Price	Change / Cancel
001	393	1301073 FACE CHERRY F/C 50 X 99 B GRADE AB GRADE		15.4700 EA	2/6/2006	6,079.71	

ATTN: JOSH FOCHT
DELIVER TO VENEER RECEIVING DOCK

PO P000424 TOTAL IN US DOLLARS 6,079.71

EDGEMATE
Purchase Order

Edgemate, Inc.
Roaring Spring Plant
333 E. Closson Road
Roaring Spring, PA. 16673 USA
Tel: 814-224-5137 Fax: 814-224-2534

Order Number	Order Date	Page
P000449	02-09-06	

Ordered From : Madison Sanz LTD.
14 - B North Robbins Street
Thomasville, NC 27360
USA

Ship To : Edgemate, Inc.
333 Closson Road
Roaring Spring, PA 16673
USA

All monetary values expressed in : US DOLLAR

Buyer	Terms	Acknowledge	F O B	Ship Via
JOSH FOCHT	1.0%/10 days,Net 30		DESTINATION	DELIVER

Line No	Order Qty / Blanket Type	Our Item Number / Description / Comments	Your Item Number	Warehouse / Unit Price	Request Date / Unit Measure	Extended Price	Change / Cancel
001	85,000	1200015 RV SEB SPEC 02 MAPLE F/C 1/42		0.0750 SF	2/14/2006	6,375.00	
002	60,000	1200046 RV EMD SPEC DOOR HICKORY F/C 1/42 7 FT.		0.1400 SF	2/14/2006	8,400.00	
003	60,000	1200055 RV EMP SPEC RED OAK F/C 1/42 8 FT.		0.1050 SF	2/14/2006	6,300.00	
004	50,000	1200047 RV EMD SPEC DOOR OAK RED F/C 1/42 7 FT.		0.1050 SF	2/14/2006	5,250.00	
005	10,000	1200048 RV EMD SPEC DOOR WHT OAK F/C 1/42 7 FT.		0.1400 SF	2/14/2006	1,400.00	
006	20,000	1200040 RV EMD SPEC DOOR WALNUT F/C 1/42 7 FT.		0.1800 SF	2/14/2006	3,600.00	
007	40,000	1200049 RV EMD SPEC 15 DOOR MAPLE F/C 1/42 7 FT.		0.1400 SF	2/14/2006	5,600.00	
008	60,000	1200053 DO NOT USE		0.1650 SF	2/14/2006	9,900.00	

PO P000449 TOTAL IN US DOLLARS **46,825.00**

EDGEMATE
Purchase Order

dgemate, Inc.
:oaring Spring Plant
33 E. Closson Road
oaring Spring, PA. 16673 USA
el: 814-224-5137 Fax: 814-224-2534

Order Number	Order Date	Page
P000466	02-13-06	

Ordered From : Madison Sanz LTD.
14 - B North Robbins Street
Thomasville, NC 27360
USA

Ship To : Edgemate, Inc.
333 Closson Road
Roaring Spring, PA 16673
USA

All monetary values expressed in : US DOLLAR

Buyer	Terms	Acknowledge	F O B	Ship Via
JOSH FOCHT	1.0%/10 days,Net 30		DESTINATION	DELIVER

Line No	Order Qty / Blanket Type	Our Item Number / Description / Comments	Your Item Number	Warehouse / Unit Price	Request Date / Unit Measure	Extended Price	Change / Cancel
001	75,000	1200015 RV SEB SPEC 02 MAPLE F/C 1/42		0.0750 SF	2/17/2006	5,625.00	
002	3,000	1200700 RV THERMAL SPEC 07 PINE 7 X 124		0.1800 SF	2/17/2006	540.00	
003	60,000	1200046 RV EMD SPEC DOOR HICKORY F/C 1/42 7 FT.		0.1400 SF	2/17/2006	8,400.00	
004	5,448	1200027 RV SEB SPEC 02 WALNUT F/C 1/42		0.0800 SF	2/17/2006	435.84	

DELIVER TO: JOSH FOCHT - VENEER RECEIVING DOCK

PO P000466 TOTAL IN US DOLLARS 15,000.84

EDGEMATE
Purchase Order

:dgemate, Inc.
Roaring Spring Plant
33 E. Closson Road
:oaring Spring, PA. 16673 USA
el: 814-224-5137 Fax: 814-224-2534

Order Number	Order Date	Page
P000470	02-14-06	

Ordered From : Madison Sanz LTD.
14 - B North Robbins Street
Thomasville, NC 27360
USA

Ship To : Edgemate, Inc.
333 Closson Road
Roaring Spring, PA 16673
USA

All monetary values expressed in : US DOLLAR

Buyer	Terms	Acknowledge	F O B	Ship Via
JOSH FOCHT	1.0%/10 days,Net 30		DESTINATION	DELIVER

Line No	Order Qty / Blanket Type	Our Item Number / Description / Comments / Your Item Number	Warehouse / Unit Price	Request Date / Unit Measure	Extended Price	Change / Cancel
001	27,625	1200062 RV AB DIMENSION RED OAK 8 FT. 6.375"W X 104" L - 6000 PCS	0.2700 SF	3/3/2006	7,458.75	
002	42,700	1200062 RV AB DIMENSION RED OAK 8 FT. 5.375" W X 104"L - 11000 PCS	0.2700 SF	3/3/2006	11,529.00	
003	23,300	1200063 RV AB DIMENSION MAPLE 8 FT. 5.375"W X 104"L - 6000 PCS	0.2900 SF	3/3/2006	6,757.00	
004	10,360	1200063 RV AB DIMENSION MAPLE 8 FT. 6.375"W X 104"L - 2250 PCS	0.2900 SF	3/3/2006	3,004.40	
005	12,035	1200064 RV AB DIMENSION CHERRY 8 FT. 5.375"W X 104"L - 3100 PCS	0.3500 SF	3/3/2006	4,212.25	

PO P000470 TOTAL IN US DOLLARS **32,961.40**

EDGEMATE
Purchase Order

:dgemate, Inc.
:oaring Spring Plant
33 E. Closson Road
.oaring Spring, PA. 16673 USA
el: 814-224-5137 Fax: 814-224-2534

Order Number	Order Date	Page
P000500	02-20-06	

Ordered From : Madison Sanz LTD.
14 - B North Robbins Street
Thomasville, NC 27360
USA

Ship To : Edgemate, Inc.
333 Closson Road
Roaring Spring, PA 16673
USA

All monetary values expressed in : US DOLLAR

Buyer	Terms	Acknowledge	F O B	Ship Via
JOSH FOCHT	1.0%/10 days,Net 30		DESTINATION	MOST ECONOMICAL

Line No	Order Qty / Blanket Type	Our Item Number / Description / Comments	Your Item Number	Warehouse / Unit Price	Request Date / Unit Measure	Extended Price	Change / Cancel
001	75,000	1200053 DO NOT USE		0.1600	2/28/2006 SF	12,000.00	
002	50,000	1200019 RV SEB SPEC 02 RED OAK F/C 1/42		0.0750	2/28/2006 SF	3,750.00	
003	50,000	1200039 RV EMD SPEC DOOR POPLAR WHITE 1/36 7 FT DOOR LENGTH		0.1400	2/28/2006 SF	7,000.00	
004	10,896	1200055 RV EMP SPEC RED OAK F/C 1/42 8 FT.		0.1050	2/28/2006 SF	1,144.08	
005	30,000	1200049 RV EMD SPEC 15 DOOR MAPLE F/C 1/42 7 FT.		0.1400	2/28/2006 SF	4,200.00	
006	15,000	1200055 RV EMP SPEC RED OAK F/C 1/42 8 FT.		0.1050	2/28/2006 SF	1,575.00	

PO P000500 TOTAL IN US DOLLARS **29,669.08**

EDGEMATE

Purchase Order

Edgemate, Inc.
Roaring Spring Plant
333 E. Closson Road
Roaring Spring, PA. 16673 USA
Tel: 814-224-5137 Fax: 814-224-2534

Order Number	Order Date	Page
P000538	03-02-06	

Ordered From : Madison Sanz LTD.
14 - B North Robbins Street
Thomasville, NC 27360
USA

Ship To : Edgemate, Inc.
333 Closson Road
Roaring Spring, PA 16673
USA

All monetary values expressed in : US DOLLAR

Buyer	Terms	Acknowledge	F O B	Ship Via
JOSH FOCHT	1.0%/10 days,Net 30		DESTINATION	DELIVER

Line No	Order Qty / Blanket Type	Our Item Number / Description / Comments / Your Item Number	Warehouse / Unit Price	Request Date / Unit Measure	Extended Price	Change / Cancel
001	70,000	1200051 RV EMP SPEC CHERRY F/C 1/42 8 FT.	0.1900 SF	3/6/2006	13,300.00	
002	50,000	1200046 RV EMD SPEC DOOR HICKORY F/C 1/42 7 FT.	0.1400 SF	3/6/2006	7,000.00	
003	60,000	1200700 RV THERMAL SPEC 07 PINE 7 X 124	0.1900 SF	3/6/2006	11,400.00	
004	10,000	1200026 RV SEB SPEC 02 TEAK F/C - QTRD 1/42	0.3500 SF	3/6/2006	3,500.00	

DELIVER TO: JOSH FOCHT

PO P000538 TOTAL IN US DOLLARS 35,200.00

EDGEMATE
Purchase Order

:dgemate, Inc.
Roaring Spring Plant
33 E. Closson Road
:oaring Spring, PA. 16673 USA
el: 814-224-5137 Fax: 814-224-2534

Order Number	Order Date	Page
P000553	03-07-06	

Ordered From : Madison Sanz LTD.
14 - B North Robbins Street
Thomasville, NC 27360
USA

Ship To : Edgemate, Inc.
333 Closson Road
Roaring Spring, PA 16673
USA

All monetary values expressed in : US DOLLAR

Buyer	Terms	Acknowledge	F O B	Ship Via
JOSH FOCHT	1.0%/10 days,Net 30		DESTINATION	DELIVER

Line No	Order Qty / Blanket Type	Our Item Number / Description / Comments / Your Item Number	Warehouse / Unit Price	Request Date / Unit Measure	Extended Price	Change / Cancel
001	40,000	1200061 RV HPVA AP SPEC 05 WALNUT F/C 1/42 8 FT	0.1800	3/13/2006 SF	7,200.00	
002	30,000	1200051 RV EMP SPEC CHERRY F/C 1/42 8 FT.	0.1900	3/13/2006 SF	5,700.00	
003	40,000	1200041 RV EMP SPEC WHT OAK RIFT 1/42 8 FT. RIFT CUT NO FLAKE FOR SHEET VENEER	0.2200	3/13/2006 SF	8,800.00	
004	80,000	1200053 DO NOT USE	0.1650	3/13/2006 SF	13,200.00	
005	10,000	1200049 RV EMD SPEC 15 DOOR MAPLE F/C 1/42 7 FT.	0.1400	3/13/2006 SF	1,400.00	

DELIVER TO: JOSH FOCHT

PO P000553 TOTAL IN US DOLLARS 36,300.00

EDGEMATE
Purchase Order

Edgemate, Inc.
Roaring Spring Plant
333 E. Closson Road
Roaring Spring, PA. 16673 USA
Tel: 814-224-5137 Fax: 814-224-2534

Order Number	Order Date	Page
P000613	03-21-06	

Ordered From : Madison Sanz LTD.
14 - B North Robbins Street
Thomasville, NC 27360
USA

Ship To : Edgemate, Inc.
333 Closson Road
Roaring Spring, PA 16673
USA

All monetary values expressed in : US DOLLAR

Buyer	Terms	Acknowledge	F O B	Ship Via
JOSH FOCHT	1.0%/10 days,Net 30		DESTINATION	MOST ECONOMICAL

Line No	Order Qty / Blanket Type	Our Item Number / Description / Comments	Your Item Number	Warehouse / Unit Price	Request Date / Unit Measure	Extended Price	Change / Cancel
001	100,000	1200047 RV EMD SPEC DOOR OAK RED F/C 1/42 7 FT.		0.1050 SF	3/27/2006	10,500.00	
002	15,000	1200056 RV AP SPEC 07 RED OAK F/C 1/42 10 FT.		0.1050 SF	3/27/2006	1,575.00	
003	50,000	1200055 RV EMP SPEC RED OAK F/C 1/42 8 FT.		0.1050 SF	3/27/2006	5,250.00	
004	20,000	1200061 RV HPVA AP SPEC 05 WALNUT F/C 1/42 8 FT		0.1800 SF	3/27/2006	3,600.00	
005	50,000	1200051 RV EMP SPEC CHERRY F/C 1/42 8 FT.		0.2100 SF	3/27/2006	10,500.00	
006	50,000	1200053 DO NOT USE		0.1850 SF	3/27/2006	9,250.00	

DELIVER TO: JOSH FOCHT

PO P000613 TOTAL IN US DOLLARS 40,675.00

EDGEMATE
Purchase Order

Edgemate, Inc.
Roaring Spring Plant
333 E. Closson Road
Roaring Spring, PA. 16673 USA
Tel: 814-224-5137 Fax: 814-224-2534

Order Number	Order Date	Page
P000637	03-27-06	

Ordered From : Madison Sanz LTD.
14 - B North Robbins Street
Thomasville, NC 27360
USA

Ship To : Edgemate, Inc.
333 Closson Road
Roaring Spring, PA 16673
USA

All monetary values expressed in : US DOLLAR

Buyer	Terms	Acknowledge	F O B	Ship Via
JOSH FOCHT	1.0%/10 days,Net 30		DESTINATION	DELIVERED

Line No	Order Qty / Blanket Type	Our Item Number / Description / Comments / Your Item Number	Warehouse / Unit Price	Request Date / Unit Measure	Extended Price	Change / Cancel
001	20,000	1200111 RV AP SPEC 05 SAPELE QTRD 1/42 8 FT.	0.1800	3/31/2006 SF	3,600.00	
002	47,273	1200110 RV AP SPEC 05 ALDER RED RSTC 1/42 8 FT. MINIMUM 100" LONG B & BETTER	0.1500	3/31/2006 SF	7,090.95	
003	25,000	1200051 RV EMP SPEC CHERRY F/C 1/42 8 FT.	0.2100	3/31/2006 SF	5,250.00	
004	25,000	1200053 DO NOT USE	0.1850	3/31/2006 SF	4,625.00	
		PO P000637 TOTAL IN US DOLLARS			**20,565.95**	

EDGEMATE
Purchase Order

Edgemate, Inc.
Roaring Spring Plant
333 E. Closson Road
Roaring Spring, PA. 16673 USA
Tel: 814-224-5137 Fax: 814-224-2534

Order Number	Order Date	Page
P000661	04-03-06	

Ordered From : Madison Sanz LTD.
14 - B North Robbins Street
Thomasville, NC 27360
USA

Ship To : Edgemate, Inc.
333 Closson Road
Roaring Spring, PA 16673
USA

All monetary values expressed in : US DOLLAR

Buyer	Terms	Acknowledge	F O B	Ship Via
JOSH FOCHT	1.0%/10 days,Net 30		DESTINATION	DELIVER

Line No	Order Qty / Blanket Type	Our Item Number / Description / Comments / Your Item Number	Warehouse / Unit Price	Request Date / Unit Measure	Extended Price	Change / Cancel
001	10,000	1200028 RV HPVA AP SPEC 05 CHERRY F/C 1/42 8 FT A GRADE PANEL ONLY	0.2800 SF	4/10/2006	2,800.00	
002	10,000	1200067 RV HPVA AP SPEC 05 MAPLE F/C 1/42 8 FT A GRADE PANEL ONLY	0.2500 SF	4/10/2006	2,500.00	
003	30,000	1200061 RV HPVA AP SPEC 05 WALNUT F/C 1/42 8 FT	0.1900 SF	4/10/2006	5,700.00	
004	60,000	1200096 RV BP SPEC 04 MAPLE F/C 1/42 8 FT. 8 FT. B-GRADE PANEL	0.1200 SF	4/10/2006	7,200.00	
005	50,000	1200047 RV EMD SPEC DOOR OAK RED F/C 1/42 7 FT. SPECIAL EDGEMATE GRADE DOOR	0.1150 SF	4/10/2006	5,750.00	

PO P000661 TOTAL IN US DOLLARS **23,950.00**

EDGEMATE
Purchase Order

Edgemate, Inc.
Roaring Spring Plant
333 E. Closson Road
Roaring Spring, PA. 16673 USA
Tel: 814-224-5137 Fax: 814-224-2534

Order Number	Order Date	Page
P000680	04-06-06	

Ordered From : Madison Sanz LTD.
14 - B North Robbins Street
Thomasville, NC 27360
USA

Ship To : Edgemate, Inc.
333 Closson Road
Roaring Spring, PA 16673
USA

All monetary values expressed in : US DOLLAR

Buyer	Terms	Acknowledge	F O B		Ship Via	
JOSH FOCHT	1.0%/10 days,Net 30		DESTINATION		DELIVER	
Line No / Order Qty / Blanket Type	Our Item Number / Description / Comments	Your Item Number	Warehouse / Unit Price	Request Date / Unit Measure	Extended Price	Change / Cancel
001 2,000	1200070 RV ABP SPEC 05 HEMLOCK 1/42 8 FT AB GRADE 8 FT. PANEL		0.2000	4/11/2006 SF	400.00	

DELIVER TO: JOSH FOCHT

PO P000680 TOTAL IN US DOLLARS 400.00

EDGEMATE

Purchase Order

:dgemate, Inc.
:oaring Spring Plant
33 E. Closson Road
oaring Spring, PA. 16673 USA
el: 814-224-5137 Fax: 814-224-2534

Order Number	Order Date	Page
P000689	04-10-06	

Ordered From : Madison Sanz LTD.
14 - B North Robbins Street
Thomasville, NC 27360
USA

Ship To : Edgemate, Inc.
333 Closson Road
Roaring Spring, PA 16673
USA

All monetary values expressed in : US DOLLAR

Buyer	Terms	Acknowledge	F O B		Ship Via	
JOSH FOCHT	1.0%/10 days,Net 30		DESTINATION		DELIVER	
Line No / Order Qty / Blanket Type	Our Item Number / Description / Comments	Your Item Number	Warehouse / Unit Price	Request Date / Unit Measure	Extended Price	Change / Cancel
001 150	1301047 FACE ANIGRE FIG QTRD 50 X 99		27.5000	4/14/2006 EA	4,125.00	

DELIVER TO: JOSH FOCHT

PO P000689 TOTAL IN US DOLLARS **4,125.00**

EDGEMATE
Purchase Order

gemate, Inc.
ıring Spring Plant
E. Closson Road
'ing Spring, PA. 16673 USA
814-224-5137 Fax: 814-224-2534

Order Number	Order Date	Page
P000702	04-12-06	

'dered Madison Sanz LTD.
From : 14 - B North Robbins Street
Thomasville, NC 27360
USA

Ship To : Edgemate, Inc.
333 Closson Road
Roaring Spring, PA 16673
USA

All monetary values expressed in : US DOLLAR

Buyer	Terms	Acknowledge	F O B	Ship Via
IOSH FOCHT	1.0%/10 days,Net 30		DESTINATION	DELIVER

ıe)	Order Qty Blanket Type	Our Item Number Description / Comments	Your Item Number	Warehouse Unit Price	Request Date Unit Measure	Extended Price	Change Cancel
1	40,000	1200061 RV HPVA AP SPEC 05 WALNUT F/C 1/42 8 FT SPECIAL EDGEMATE OR AB GRADE PANEL		0.1850 SF	4/21/2006	7,400.00	
2	25,000	1200060 RV AD SPEC DOOR CHERRY F/C 1/42 7 FT.		0.1550 SF	4/21/2006	3,875.00	
3	25,000	1200049 RV EMD SPEC 15 DOOR MAPLE F/C 1/42 7 FT. SPECIAL EDGEMATE GRADE DOOR		0.1350 SF	4/21/2006	3,375.00	
4	100,000	1200068 RV HPVA AP SPEC 05 RED OAK F/C 1/42 8 FT A PANEL GRADE ONLY		0.1050 SF	4/21/2006	10,500.00	
5	80,000	1200067 RV HPVA AP SPEC 05 MAPLE F/C 1/42 8 FT A GRADE PANEL ONLY		0.1850 SF	4/21/2006	14,800.00	

PO P000702 TOTAL IN US DOLLARS **39,950.00**

EDGEMATE
Purchase Order

dgemate, Inc.
oaring Spring Plant
3 E. Closson Road
aring Spring, PA. 16673 USA
l: 814-224-5137 Fax: 814-224-2534

Order Number	Order Date	Page
P000724	04-19-06	

Ordered From : Madison Sanz LTD.
14 - B North Robbins Street
Thomasville, NC 27360
USA

Ship To : Edgemate, Inc.
333 Closson Road
Roaring Spring, PA 16673
USA

All monetary values expressed in : US DOLLAR

Buyer	Terms	Acknowledge	F O B	Ship Via
JOSH FOCHT	1.0%/10 days,Net 30		DESTINATION	DELIVERED

Line No	Order Qty / Blanket Type	Our Item Number / Description / Comments / Your Item Number	Warehouse / Unit Price	Request Date / Unit Measure	Extended Price	Change / Cancel
001	20,000	1200071 RV SPEC 07 WHT OAK RIFT 1/42 10 FT. RIFT CUT NO FLAKE FOR SHEET VENEER SPECIAL EDGEMATE GRADE PANEL	0.2200 SF	4/19/2006	4,400.00	
002	60,000	1200047 RV EMD SPEC DOOR OAK RED F/C 1/42 7 FT. SPECIAL EDGEMATE GRADE DOOR	0.0950 SF	4/19/2006	5,700.00	
003	50,000	1200028 RV HPVA AP SPEC 05 CHERRY F/C 1/42 8 FT A GRADE PANEL ONLY	0.2100 SF	4/19/2006	10,500.00	
004	50,000	1200067 RV HPVA AP SPEC 05 MAPLE F/C 1/42 8 FT A GRADE PANEL ONLY	0.1850 SF	4/19/2006	9,250.00	

PO P000724 TOTAL IN US DOLLARS **29,850.00**

EDGEMATE

Purchase Order

Edgemate, Inc.
Roaring Spring Plant
333 E. Closson Road
Roaring Spring, PA. 16673 USA
Tel: 814-224-5137 Fax: 814-224-2534

Order Number	Order Date	Page
P000746	04-24-06	

Ordered From : Madison Sanz LTD.
14 - B North Robbins Street
Thomasville, NC 27360
USA

Ship To : Edgemate, Inc.
333 Closson Road
Roaring Spring, PA 16673
USA

All monetary values expressed in : US DOLLAR

Buyer	Terms	Acknowledge	F O B	Ship Via
JOSH FOCHT	1.0%/10 days,Net 30		DESTINATION	MOST ECONOMICAL

Line No	Order Qty / Blanket Type	Our Item Number / Description / Comments	Your Item Number	Warehouse / Unit Price	Request Date / Unit Measure	Extended Price	Change / Cancel
001	50,000	1200047 RV EMD SPEC DOOR OAK RED F/C 1/42 7 FT. SPECIAL EDGEMATE GRADE DOOR		0.1050 SF	4/28/2006	5,250.00	
002	75,000	1200068 RV HPVA AP SPEC 05 RED OAK F/C 1/42 8 FT A PANEL GRADE ONLY		0.1050 SF	4/28/2006	7,875.00	
003	75,000	1200028 RV HPVA AP SPEC 05 CHERRY F/C 1/42 8 FT A GRADE PANEL ONLY		0.2100 SF	4/28/2006	15,750.00	
004	20,000	1200700 RV THERMAL SPEC 07 PINE 7 X 124		0.2400 SF	4/28/2006	4,800.00	

PO P000746 TOTAL IN US DOLLARS **33,675.00**

EDGEMATE

Purchase Order

igemate, Inc.
)aring Spring Plant
3 E. Closson Road
aring Spring, PA. 16673 USA
l: 814-224-5137 Fax: 814-224-2534

Order Number	Order Date	Page
P000762	04-27-06	

Ordered From : Madison Sanz LTD.
14 - B North Robbins Street
Thomasville, NC 27360
USA

Ship To : Edgemate, Inc.
2300 Merrill Creek Parkway
Everett, WA 98203-5855
USA

All monetary values expressed in : US DOLLAR

Buyer	Terms	Acknowledge	F O B	Ship Via
CHAS BOYLE	1.0%/10 days,Net 30		DELIVERED	LEAST EXPENSIVE

Line No	Order Qty / Blanket Type	Our Item Number / Description / Comments	Your Item Number	Warehouse / Unit Price	Request Date / Unit Measure	Extended Price	Change / Cancel
001	140,871	1200002 RV CEB SPEC 02 RED ALDER 1/42 SOUND AND BETTER. EDGEBANDING. 140,871 SF SHIPPED		0.0750 SF	5/12/2006	10,565.33	
002	41,736	1200096 RV BP SPEC 04 MAPLE F/C 1/42 8 FT. 8 FT. B PANEL 41,736 SF SHIPPED		0.1200 SF	5/12/2006	5,008.32	
003	17,694	1200021 RV SEB SPEC 02 RED OAK QTRD 1/42 Q-1 QUARTERS. MINIMAL FLAKE ONLY. 17,694 SF SHIPPED		0.0700 SF	5/12/2006	1,238.58	
004	45,516	1200027 RV SEB SPEC 02 WALNUT F/C 1/42 EDGEBANDING. 45,516 SF SHIPPED		0.0850 SF	5/12/2006	3,868.86	
005	107,859	1200019 RV SEB SPEC 02 RED OAK F/C 1/42 EDGEBANDING. 107,859 SF SHIPPED		0.0700 SF	5/12/2006	7,550.13	

EDGEMATE
Purchase Order

:dgemate, Inc.
Roaring Spring Plant
33 E. Closson Road
Roaring Spring, PA. 16673 USA
Tel: 814-224-5137 Fax: 814-224-2534

Order Number	Order Date	Page
P000762	04-27-06	

Ordered From : Madison Sanz LTD.
14 - B North Robbins Street
Thomasville, NC 27360
USA

Ship To : Edgemate, Inc.
2300 Merrill Creek Parkway
Everett, WA 98203-5855
USA

All monetary values expressed in : US DOLLAR

Buyer	Terms	Acknowledge	F O B	Ship Via
CHAS BOYLE	1.0%/10 days,Net 30		DELIVERED	LEAST EXPENSIVE

Line No	Order Qty / Blanket Type	Our Item Number / Description / Comments	Your Item Number	Warehouse / Unit Price	Request Date / Unit Measure	Extended Price	Change / Cancel
001	140,871	1200002 RV CEB SPEC 02 RED ALDER 1/42 SOUND AND BETTER. EDGEBANDING. 140,871 SF SHIPPED		0.0750 SF	5/12/2006	10,565.33	
002	41,736	1200096 RV BP SPEC 04 MAPLE F/C 1/42 8 FT. 8 FT. B PANEL 41,736 SF SHIPPED		0.1200 SF	5/12/2006	5,008.32	
003	17,694	1200021 RV SEB SPEC 02 RED OAK QTRD 1/42 Q-1 QUARTERS. MINIMAL FLAKE ONLY. 17,694 SF SHIPPED		0.0700 SF	5/12/2006	1,238.58	
004	45,516	1200027 RV SEB SPEC 02 WALNUT F/C 1/42 EDGEBANDING. 45,516 SF SHIPPED		0.0850 SF	5/12/2006	3,868.86	
005	107,859	1200019 RV SEB SPEC 02 RED OAK F/C 1/42 EDGEBANDING. 107,859 SF SHIPPED		0.0700 SF	5/12/2006	7,550.13	

EDGEMATE
Purchase Order

dgemate, Inc.
oaring Spring Plant
.3 E. Closson Road
oaring Spring, PA. 16673 USA
el: 814-224-5137 Fax: 814-224-2534

Order Number	Order Date	Page
P000762	04-27-06	

Ordered From : Madison Sanz LTD.
14 - B North Robbins Street
Thomasville, NC 27360
USA

Ship To : Edgemate, Inc.
2300 Merrill Creek Parkway
Everett, WA 98203-5855
USA

All monetary values expressed in : US DOLLAR

Buyer	Terms	Acknowledge	FOB	Ship Via
CHAS BOYLE	1.0%/10 days,Net 30		DELIVERED	LEAST EXPENSIVE

Line No	Order Qty / Blanket Type	Our Item Number / Description / Comments	Your Item Number	Warehouse / Unit Price	Request Date / Unit Measure	Extended Price	Change / Cancel
006	38,541	1200003 RV SEB SPEC 02 ASH WHITE F/C 1/42 EDGEBANDING. 38,541 SF SHIPPED		0.0700 SF	5/12/2006	2,697.87	
007	66,779	1200004 RV SEB SPEC 02 BIRCH NAT F/C 1/42 PER SUPPLIER, CONTAINS BOTH WHITE AND RED, CLIPPED INTO INDIVIDUAL COLORS.		0.0800 SF	5/12/2006	5,342.32	

ATTN: JOE PARSONS
FAX: 336-476-3780
PLEASE ACKNOWLEDGE:

FOR IMMEDIATE SHIPMENT.
PLEASE CONFIRM SHIP DATE.
NOTE SHIP TO ADDRESS IS EVERETT, WA.

PRICING PER YOUR QUOTE DATED 02.16.2006

PO P000762 TOTAL IN US DOLLARS 36,271.41

EDGEMATE
Purchase Order

gemate, Inc.
aring Spring Plant
E. Closson Road
aring Spring, PA. 16673 USA
: 814-224-5137 Fax: 814-224-2534

Order Number	Order Date	Page
P000803	05-08-06	

)rdered From : Madison Sanz LTD.
14 - B North Robbins Street
Thomasville, NC 27360
USA

Ship To : Edgemate, Inc.
333 Closson Road
Roaring Spring, PA 16673
USA

All monetary values expressed in : US DOLLAR

Buyer	Terms	Acknowledge	F O B	Ship Via
JOSH FOCHT	1.0%/10 days,Net 30		DESTINATION	DELIVER

Line No	Order Qty / Blanket Type	Our Item Number / Description / Comments	Your Item Number	Warehouse / Unit Price	Request Date / Unit Measure	Extended Price	Change / Cancel
)01	60,000	1200067 RV HPVA AP SPEC 05 MAPLE F/C 1/42 8 FT A GRADE PANEL ONLY		0.1850 SF	5/11/2006	11,100.00	
002	75,000	1200068 RV HPVA AP SPEC 05 RED OAK F/C 1/42 8 FT A PANEL GRADE ONLY		0.1050 SF	5/11/2006	7,875.00	
003	75,000	1200028 RV HPVA AP SPEC 05 CHERRY F/C 1/42 8 FT A GRADE PANEL ONLY		0.2100 SF	5/11/2006	15,750.00	

PO P000803 TOTAL IN US DOLLARS **34,725.00**

EDGEMATE
Purchase Order

gemate, Inc.
aring Spring Plant
E. Closson Road
ring Spring, PA. 16673 USA
814-224-5137 Fax: 814-224-2534

Order Number	Order Date	Page
P000842	05-16-06	

rdered From : Madison Sanz LTD.
14 - B North Robbins Street
Thomasville, NC 27360
USA

Ship To : Edgemate, Inc.
333 Closson Road
Roaring Spring, PA 16673
USA

All monetary values expressed in : US DOLLAR

Buyer	Terms	Acknowledge	F O B	Ship Via
JOSH FOCHT	1.0%/10 days,Net 30		DESTINATION	MOST ECONOMICAL

Line No	Order Qty / Blanket Type	Our Item Number / Description / Comments / Your Item Number	Warehouse / Unit Price	Request Date / Unit Measure	Extended Price	Change / Cancel
001	40,000	1200221 RV ABP SPEC 10 WALNUT 1/42 8 FT AB GRADE PANEL	0.1850	5/19/2006 SF	7,400.00	
002	30,000	1200042 RV AP SPEC 05 ASH WHITE F/C 1/42 8 FT.	0.1400	5/19/2006 SF	4,200.00	
003	75,000	1200101 RV AP SPEC 05 ALDER RED SND 1/42 8 FT. MINIMUM 100" LONG B & BETTER	0.1950	5/19/2006 SF	14,625.00	
004	75,000	1200068 RV HPVA AP SPEC 05 RED OAK F/C 1/42 8 FT A PANEL GRADE ONLY	0.1050	5/19/2006 SF	7,875.00	
005	40,000	1200028 RV HPVA AP SPEC 05 CHERRY F/C 1/42 8 FT A GRADE PANEL ONLY	0.2100	5/19/2006 SF	8,400.00	

PO P000842 TOTAL IN US DOLLARS **42,500.00**

EDGEMATE
Purchase Order

lgemate, Inc.
aring Spring Plant
; E. Closson Road
aring Spring, PA. 16673 USA
: 814-224-5137 Fax: 814-224-2534

Order Number	Order Date	Page
P000857	05-18-06	

Ordered From : Madison Sanz LTD.
14 - B North Robbins Street
Thomasville, NC 27360
USA

Ship To : Edgemate, Inc.
333 Closson Road
Roaring Spring, PA 16673
USA

All monetary values expressed in : US DOLLAR

Buyer	Terms	Acknowledge	F O B	Ship Via
JOSH FOCHT	1.0%/10 days,Net 30		DESTINATION	DELIVER

Line No	Order Qty / Blanket Type	Our Item Number / Description / Comments	Your Item Number	Warehouse / Unit Price	Request Date / Unit Measure	Extended Price	Change Cancel
001	20,719	1200062 RV AB DIMENSION RED OAK 8 FT. 6.375" x 104" - 4500 PCS		0.2400 SF	5/31/2006	4,972.56	
002	50,465	1200062 RV AB DIMENSION RED OAK 8 FT. 5.375" x 104" - 13000 PCS		0.2400 SF	5/31/2006	12,111.60	
003	17,460	1250178 CLIP FERCHE MAPLE 5 3/8 AB GRADE DESIRED LENGTH 104"		0.2600 SF	5/31/2006	4,539.60	

PO P000857 TOTAL IN US DOLLARS **21,623.76**

EDGEMATE
Purchase Order

lgemate, Inc.
)aring Spring Plant
3 E. Closson Road
aring Spring, PA. 16673 USA
l: 814-224-5137 Fax: 814-224-2534

Order Number	Order Date	Page
P000864	05-19-06	

Ordered From : Madison Sanz LTD.
14 - B North Robbins Street
Thomasville, NC 27360
USA

Ship To : Edgemate, Inc.
333 Closson Road
Roaring Spring, PA 16673
USA

All monetary values expressed in : US DOLLAR

Buyer	Terms	Acknowledge	F O B	Ship Via
JOSH FOCHT	1.0%/10 days,Net 30		DESTINATION	DELIVER

Line No	Order Qty / Blanket Type	Our Item Number / Description / Comments	Your Item Number	Warehouse Unit Price	Request Date / Unit Measure	Extended Price	Change / Cancel
001	50,000	1200047 RV EMD SPEC DOOR OAK RED F/C 1/42 7 FT. SPECIAL EDGEMATE GRADE DOOR		0.1050 SF	5/25/2006	5,250.00	
002	5,000	1200700 RV THERMAL SPEC 07 PINE 7 X 124		0.2200 SF	5/25/2006	1,100.00	

PO P000864 TOTAL IN US DOLLARS **6,350.00**

EDGEMATE
Purchase Order

lgemate, Inc.
)aring Spring Plant
3 E. Closson Road
aring Spring, PA. 16673 USA
l: 814-224-5137 Fax: 814-224-2534

Order Number	Order Date	Page
P000877	05-25-06	

Ordered From : Madison Sanz LTD.
14 - B North Robbins Street
Thomasville, NC 27360
USA

Ship To :

All monetary values expressed in : US DOLLAR

Buyer	Terms	Acknowledge	F O B	Ship Via
JFOCHT	1.0%/10 days,Net 30			

Line No	Order Qty / Blanket Type	Our Item Number / Description / Comments	Your Item Number	Warehouse Unit Price	Request Date / Unit Measure	Extended Price	Change Cancel
001	75,000	1200218 RV ABP SPEC 10 CHERRY 1/42 8 FT. AB GRADE PANEL		0.2100	5/25/2006 SF	15,750.00	

PO P000877 TOTAL IN US DOLLARS **15,750.00**

EDGEMATE
Purchase Order

gemate, Inc.
aring Spring Plant
E. Closson Road
aring Spring, PA. 16673 USA
: 814-224-5137 Fax: 814-224-2534

Order Number	Order Date	Page
P000885	05-30-06	

)rdered From : Madison Sanz LTD.
14 - B North Robbins Street
Thomasville, NC 27360
USA

Ship To : Edgemate, Inc.
333 Closson Road
Roaring Spring, PA 16673
USA

All monetary values expressed in : US DOLLAR

Buyer	Terms	Acknowledge	F O B	Ship Via
JOSH FOCHT	1.0%/10 days,Net 30		DESTINATION	DELIVER

Line No	Order Qty / Blanket Type	Our Item Number / Description / Comments	Your Item Number	Warehouse / Unit Price	Request Date / Unit Measure	Extended Price	Change / Cancel
001	40,000	1200219 RV ABP SPEC 10 WHT OAK 1/42 8 FT. AB GRADE PANEL		0.1400 SF	6/7/2006	5,600.00	
002	75,000	1200218 RV ABP SPEC 10 CHERRY 1/42 8 FT. AB GRADE PANEL		0.2100 SF	6/7/2006	15,750.00	
003	70,000	1200214 RV ABP SPEC 10 OAK RED 1/42 8 FT. AB GRADE PANEL		0.1050 SF	6/7/2006	7,350.00	
004	30,000	1200221 RV ABP SPEC 10 WALNUT 1/42 8 FT AB GRADE PANEL		0.1850 SF	6/7/2006	5,550.00	

PO P000885 TOTAL IN US DOLLARS **34,250.00**

EDGEMATE
Purchase Order

gemate, Inc.
aring Spring Plant
E. Closson Road
ring Spring, PA. 16673 USA
814-224-5137 Fax: 814-224-2534

Order Number	Order Date	Page
P000955	06-12-06	

rdered Madison Sanz LTD.
From : 14 - B North Robbins Street
Thomasville, NC 27360
USA

Ship To : Edgemate, Inc.
333 Closson Road
Roaring Spring, PA 16673
USA

All monetary values expressed in : US DOLLAR

Buyer	Terms	Acknowledge	F O B	Ship Via
JOSH FOCHT	1.0%/10 days,Net 30		DESTINATION	DELIVER

ine No	Order Qty / Blanket Type	Our Item Number / Description / Comments	Your Item Number	Warehouse / Unit Price	Request Date / Unit Measure	Extended Price	Change / Cancel
01	100,000	1200202 RV ABP SPEC 10 MAPLE 1/42 8 FT. AB GRADE PANEL		0.1850	6/12/2006 SF	18,500.00	
002	50,000	1200049 RV EMD SPEC 15 DOOR MAPLE F/C 1/42 7 FT. SPECIAL EDGEMATE GRADE DOOR		0.1350	6/12/2006 SF	6,750.00	
003	30,000	1200219 RV ABP SPEC 10 WHT OAK 1/42 8 FT. AB GRADE PANEL		0.1400	6/12/2006 SF	4,200.00	
004	30,000	1200220 RV ABP SPEC 10 WHT OAK RIFT 1/42 8 FT AB GRADE PANEL		0.2200	6/12/2006 SF	6,600.00	

PO P000955 TOTAL IN US DOLLARS **36,050.00**

EDGEMATE
Purchase Order

emate, Inc.
ring Spring Plant
:. Closson Road
ing Spring, PA. 16673 USA
314-224-5137 Fax: 814-224-2534

Order Number	Order Date	Page
P001034	06-27-06	

dered Madison Sanz LTD.
From : 14 - B North Robbins Street
Thomasville, NC 27360
USA

Ship To : Edgemate, Inc.
333 Closson Road
Roaring Spring, PA 16673
USA

All monetary values expressed in : US DOLLAR

Buyer	Terms	Acknowledge	F O B	Ship Via
JFOCHT	1.0%/10 days,Net 30		DESTINATION	DELIVERED

ıe / ɔ	Order Qty / Blanket Type	Our Item Number / Description / Comments	Your Item Number	Warehouse / Unit Price	Request Date / Unit Measure	Extended Price	Change / Cancel
1	75,000	1200212 RV AP SPEC 10 ALDER RED CLR 1/42 8 FT. A/B CLEAR RED ALDER - 8'		0.1950 SF	6/29/2006	14,625.00	
)2	20,000	1200202 RV ABP SPEC 10 MAPLE 1/42 8 FT. A/B MAPLE VENEER - 9'		0.1850 SF	6/29/2006	3,700.00	
)3	40,000	1200218 RV ABP SPEC 10 CHERRY 1/42 8 FT. AB GRADE PANEL		0.2100 SF	6/29/2006	8,400.00	
04	25,000	1200002 RV CEB SPEC 02 RED ALDER 1/42 RED ALDER-EDGING		0.0750 SF	6/29/2006	1,875.00	
05	25,000	1200049 RV EMD SPEC 15 DOOR MAPLE F/C 1/42 7 FT. A/B MAPLE DOOR - BV		0.1350 SF	6/29/2006	3,375.00	
)06	30,000	1200047 RV EMD SPEC DOOR OAK RED F/C 1/42 7 FT. A/B RED OAK DOOR - BV		0.1050 SF	6/29/2006	3,150.00	
)07	15,000	1200088 RV AAP SPEC CHERRY 1/42 8 FT. "AA" CHERRY VENEER - 8' (PARKWOOD)		0.2800 SF	6/29/2006	4,200.00	

PO P001034 TOTAL IN US DOLLARS **39,325.00**

EDGEMATE
Purchase Order

ıate, Inc.
ı Spring Plant
osson Road
Spring, PA. 16673 USA
224-5137 Fax: 814-224-2534

Order Number	Order Date	Page
P001075	07-11-06	

'ed Madison Sanz LTD.
n : 14 - B North Robbins Street
Thomasville, NC 27360
USA

Ship To : Edgemate, Inc.
333 Closson Road
Roaring Spring, PA 16673
USA

All monetary values expressed in : US DOLLAR

uyer OCHT	**Terms** 1.0%/10 days,Net 30	**Acknowledge**	**F O B** DESTINATION		**Ship Via** DELIVER	
Order Qty / Blanket Type	Our Item Number / Description / Comments	Your Item Number	Warehouse / Unit Price	Request Date / Unit Measure	Extended Price	Change / Cancel
80,000	1200046 RV EMD SPEC DOOR HICKORY F/C 1/42 7 FT. HICKORY DOOR - BV		0.1500	7/13/2006 SF	12,000.00	
80,000	1200039 RV EMD SPEC DOOR POPLAR WHITE 1/36 7 FT POPLAR DOOR - BV		0.1400	7/13/2006 SF	11,200.00	
40,000	1200074 RV EMD SPEC DOOR CHERRY F/C 1/42 7 FT. CHERRY DOOR - BV		0.1550	7/13/2006 SF	6,200.00	
5,156	1301047 FACE ANIGRE FIG QTRD 50 X 99 QTR. FIG ANIGRE FACES "A" GRADE 50" x 99" 150 FACES		0.9500	7/13/2006 SF	4,898.20	
15,000	1200059 RV AAP SPEC MAPLE 1/42 8 FT. "AA" MAPLE VENEER - PARKWOOD		0.2800	7/13/2006 SF	4,200.00	
				PO P001075 TOTAL IN US DOLLARS	**38,498.20**	

EDGEMATE
Purchase Order

gemate, Inc.
aring Spring Plant
E. Closson Road
ring Spring, PA. 16673 USA
814-224-5137 Fax: 814-224-2534

Order Number	Order Date	Page
P001113	07-19-06	

rdered From : Madison Sanz LTD.
14 - B North Robbins Street
Thomasville, NC 27360
USA

Ship To : Edgemate, Inc.
333 Closson Road
Roaring Spring, PA 16673
USA

All monetary values expressed in : US DOLLAR

Buyer	Terms	Acknowledge	F O B	Ship Via
JFOCHT	1.0%/10 days,Net 30		DESTINATION	DELIVERED

ne lo	Order Qty Blanket Type	Our Item Number Description / Comments	Your Item Number	Warehouse Unit Price	Request Date Unit Measure	Extended Price	Change Cancel
01	100,000	1200218 RV ABP SPEC 10 CHERRY 1/42 8 FT. A/B CHERRY VENEER - 8'		0.2100 SF	7/21/2006	21,000.00	
02	25,000	1200049 RV EMD SPEC 15 DOOR MAPLE F/C 1/42 7 FT. A/B HAPLE DOOR - BV		0.1350 SF	7/21/2006	3,375.00	

PO P001113 TOTAL IN US DOLLARS **24,375.00**

EDGEMATE

Purchase Order

gemate, Inc.
aring Spring Plant
E. Closson Road
ıring Spring, PA. 16673 USA
: 814-224-5137 Fax: 814-224-2534

Order Number	Order Date	Page
P001162	08-01-06	

ɔrdered From : Madison Sanz LTD.
14 - B North Robbins Street
Thomasville, NC 27360
USA

Ship To : Edgemate, Inc.
333 Closson Road
Roaring Spring, PA 16673
USA

All monetary values expressed in : US DOLLAR

Buyer	Terms	Acknowledge	F O B	Ship Via
JFOCHT	1.0%/10 days,Net 30		DESTINATION	DELIVERED

Line No	Order Qty / Blanket Type	Our Item Number / Description / Comments	Your Item Number	Warehouse / Unit Price	Request Date / Unit Measure	Extended Price	Change / Cancel
001	70,000	1200212 RV AP SPEC 10 ALDER RED CLR 1/42 8 FT.		0.1900 SF	8/1/2006	13,300.00	
002	85,000	1200218 RV ABP SPEC 10 CHERRY 1/42 8 FT.		0.1900 SF	8/1/2006	16,150.00	
003	3,000	1200091 RV SEB SPEC 02 HEMLOCK 1/42		0.1450 SF	8/1/2006	435.00	

PO P001162 TOTAL IN US DOLLARS **29,885.00**

EDGEMATE

Purchase Order

gemate, Inc.
aring Spring Plant
E. Closson Road
ring Spring, PA. 16673 USA
814-224-5137 Fax: 814-224-2534

Order Number	Order Date	Page
P001175	08-03-06	

rdered Madison Sanz LTD.
From : 14 - B North Robbins Street
Thomasville, NC 27360
USA

Ship To : Edgemate, Inc.
333 Closson Road
Roaring Spring, PA 16673
USA

All monetary values expressed in : US DOLLAR

Buyer	Terms	Acknowledge	F O B	Ship Via
JFOCHT	1.0%/10 days,Net 30		DESTINATION	DELIVERED

ine No	Order Qty / Blanket Type	Our Item Number / Description / Comments	Your Item Number	Warehouse / Unit Price	Request Date / Unit Measure	Extended Price	Change / Cancel
01	17,035	1250177 CLIP FERCHE RED OAK 6 3/8 AB RED OAK 3700 PCS @ 6.375 X 104"		0.2400 SF	8/21/2006	4,088.40	
002	20,718	1250192 CLIP FERCHE MAPLE 6 3/8 A/B MAPLE 4500 PCS @ 6.375 X 104"		0.2600 SF	8/21/2006	5,386.68	
003	60,000	1200039 RV EMD SPEC DOOR POPLAR WHITE 1/36 7 FT POPLAR DOOR - BV		0.1400 SF	8/21/2006	8,400.00	
004	60,000	1200046 RV EMD SPEC DOOR HICKORY F/C 1/42 7 FT. HICKORY DOOR - BV		0.1400 SF	8/21/2006	8,400.00	
005	60,000	1200214 RV ABP SPEC 10 OAK RED 1/42 8 FT. A/B RED OAK - 8'		0.1050 SF	8/21/2006	6,300.00	
006	60,000	1200202 RV ABP SPEC 10 MAPLE 1/42 8 FT. A/B MAPLE - 8'		0.1850 SF	8/21/2006	11,100.00	

PO P001175 TOTAL IN US DOLLARS **43,675.08**

EDGEMATE
Purchase Order

lgemate, Inc.
aring Spring Plant
E. Closson Road
aring Spring, PA. 16673 USA
: 814-224-5137 Fax: 814-224-2534

Order Number	Order Date	Page
P001230	08-15-06	

Ordered From : Madison Sanz LTD.
14 - B North Robbins Street
Thomasville, NC 27360
USA

Ship To : Edgemate, Inc.
333 Closson Road
Roaring Spring, PA 16673
USA

All monetary values expressed in : US DOLLAR

Buyer	Terms	Acknowledge	F O B	Ship Via
JFOCHT	1.0%/10 days,Net 30		DESTINATION	MOST ECONOMICAL

Line No	Order Qty / Blanket Type	Our Item Number / Description / Comments	Your Item Number	Warehouse / Unit Price	Request Date / Unit Measure	Extended Price	Change / Cancel
001	32,576	1200700 RV THERMAL SPEC 07 PINE 7 X 124		0.2200	8/15/2006 SF	7,166.72	
002	50,000	1200218 RV ABP SPEC 10 CHERRY 1/42 8 FT. A/B GRADE - 8'		0.1900	8/15/2006 SF	9,500.00	

PO P001230 TOTAL IN US DOLLARS 16,666.72

EDGEMATE

Purchase Order

ɜmate, Inc.
ing Spring Plant
Closson Road
ıg Spring, PA. 16673 USA
14-224-5137 Fax: 814-224-2534

Order Number	Order Date	Page
P001247	08-21-06	

lered Madison Sanz LTD.
rom : 14 - B North Robbins Street
Thomasville, NC 27360
USA

Ship To : Edgemate, Inc.
333 Closson Road
Roaring Spring, PA 16673
USA

All monetary values expressed in : US DOLLAR

Buyer	Terms	Acknowledge	F O B	Ship Via
JFOCHT	1.0%/10 days,Net 30		DESTINATION	MOST ECONOMICAL

	Order Qty / Blanket Type	Our Item Number / Description / Comments	Your Item Number	Warehouse / Unit Price	Request Date / Unit Measure	Extended Price	Change / Cancel
	80,000	1200212 RV AP SPEC 10 ALDER RED CLR 1/42 8 FT. AB GRADE PANEL		0.2200 SF	8/23/2006	17,600.00	
;	20,000	1200082 RV AD SPEC DOOR PINE EAST CL 1/42 7 FT DOOR LENGTH		0.1800 SF	8/23/2006	3,600.00	
3	10,000	1200021 RV SEB SPEC 02 RED OAK QTRD 1/42		0.1050 SF	8/23/2006	1,050.00	
4	50,000	1200214 RV ABP SPEC 10 OAK RED 1/42 8 FT. AB GRADE PANEL		0.1050 SF	8/23/2006	5,250.00	

PO P001247 TOTAL IN US DOLLARS 27,500.00

EDGEMATE
Purchase Order

gemate, Inc.
aring Spring Plant
E. Closson Road
ring Spring, PA. 16673 USA
814-224-5137 Fax: 814-224-2534

Order Number	Order Date	Page
P001271	08-28-06	

rdered Madison Sanz LTD.
From : 14 - B North Robbins Street
Thomasville, NC 27360
USA

Ship To : Edgemate, Inc.
333 Closson Road
Roaring Spring, PA 16673
USA

All monetary values expressed in : US DOLLAR

Buyer	Terms	Acknowledge	F O B	Ship Via
JFOCHT	1.0%/10 days,Net 30		DESTINATION	DELIVERED

ine No	Order Qty / Blanket Type	Our Item Number / Description / Comments	Your Item Number	Warehouse / Unit Price	Request Date / Unit Measure	Extended Price	Change / Cancel
01	100,000	1200218 RV ABP SPEC 10 CHERRY 1/42 8 FT. AB GRADE PANEL		0.1900 SF	8/31/2006	19,000.00	
02	50,000	1200221 RV ABP SPEC 10 WALNUT 1/42 8 FT AB GRADE PANEL		0.1850 SF	8/31/2006	9,250.00	
03	30,000	1200219 RV ABP SPEC 10 WHT OAK 1/42 8 FT. AB GRADE PANEL		0.1400 SF	8/31/2006	4,200.00	
04	30,000	1200202 RV ABP SPEC 10 MAPLE 1/42 8 FT. AB GRADE PANEL		0.1650 SF	8/31/2006	4,950.00	

PO P001271 TOTAL IN US DOLLARS **37,400.00**

EDGEMATE
Purchase Order

lgemate, Inc.
aring Spring Plant
E. Closson Road
aring Spring, PA. 16673 USA
: 814-224-5137 Fax: 814-224-2534

Order Number	Order Date	Page
P001346	09-12-06	

Ordered From : Madison Sanz LTD.
14 - B North Robbins Street
Thomasville, NC 27360
USA

Ship To : Edgemate, Inc.
333 Closson Road
Roaring Spring, PA 16673
USA

All monetary values expressed in : US DOLLAR

Buyer	Terms	Acknowledge	F O B		Ship Via	
JFOCHT	1.0%/10 days,Net 30		DESTINATION		DELIVERED	
Line No / Order Qty / Blanket Type	Our Item Number / Description / Comments	Your Item Number	Warehouse / Unit Price	Request Date / Unit Measure	Extended Price	Change / Cancel
001 75,000	1200046 RV EMD SPEC DOOR HICKORY F/C 1/42 7 FT. SPECIAL EDGEMATE GRADE DOOR		0.1400	9/13/2006 SF	10,500.00	
002 120,000	1200039 RV EMD SPEC DOOR POPLAR WHITE 1/36 7 FT DOOR LENGTH		0.1400	9/13/2006 SF	16,800.00	

PO P001346 TOTAL IN US DOLLARS **27,300.00**

EDGEMATE
Purchase Order

emate, Inc.
ng Spring Plant
Closson Road
g Spring, PA. 16673 USA
4-224-5137 Fax: 814-224-2534

Order Number	Order Date	Page
P001366	09-15-06	

ered Madison Sanz LTD.
om : 14 - B North Robbins Street
Thomasville, NC 27360
USA

Ship To : Edgemate, Inc.
333 Closson Road
Roaring Spring, PA 16673
USA

All monetary values expressed in : US DOLLAR

Buyer	Terms	Acknowledge	F O B	Ship Via
JFOCHT	1.0%/10 days,Net 30		DESTINATION	MOST ECONOMICAL

Order Qty / Blanket Type	Our Item Number / Description / Comments	Your Item Number	Warehouse / Unit Price	Request Date / Unit Measure	Extended Price	Change / Cancel
80,000	1200220 RV ABP SPEC 10 WHT OAK RIFT 1/42 8 FT AB GRADE PANEL		0.2200	9/19/2006 SF	17,600.00	
20,000	1200247 RV ABP SPEC 11 CHERRY F/C 1/42 10FT AB GRADE PANEL		0.2100	9/19/2006 SF	4,200.00	
75,000	1200047 RV EMD SPEC DOOR OAK RED F/C 1/42 7 FT. SPECIAL EDGEMATE GRADE DOOR		0.1100	9/19/2006 SF	8,250.00	
	PO P001366 TOTAL IN US DOLLARS				**30,050.00**	

EDGEMATE

Purchase Order

Igemate, Inc.
ashington Plant
)0 Merrill Creek Pkwy.
erett, WA. 98203 USA
l: 425-349-2150 Fax: 425-349-2121

Order Number	Order Date	Page
P001381	09-20-06	

Ordered From : Madison Sanz LTD.
14 - B North Robbins Street
Thomasville, NC 27360
USA

Ship To : Edgemate, Inc.
333 Closson Road
Roaring Spring, PA 16673
USA

All monetary values expressed in : US DOLLAR

Buyer	Terms	Acknowledge	F O B	Ship Via
JFOCHT	1.0%/10 days,Net 30		DESTINATION	DELIVERED

Line No	Order Qty / Blanket Type	Our Item Number / Description / Comments	Your Item Number	Warehouse Unit Price	Request Date / Unit Measure	Extended Price	Change Cancel
001	20,000	1200059 RV AAP SPEC MAPLE 1/42 8 FT. AA GRADE 8 FT. PANEL GRADE ONLY		0.2800 SF	9/25/2006	5,600.00	
002	20,000	1200088 RV AAP SPEC CHERRY 1/42 8 FT. AA GRADE 8 FT. PANEL GRADE ONLY		0.2800 SF	9/25/2006	5,600.00	
003	30,000	1200202 RV ABP SPEC 10 MAPLE 1/42 8 FT. AB GRADE PANEL		0.1650 SF	9/25/2006	4,950.00	
004	70,000	1200218 RV ABP SPEC 10 CHERRY 1/42 8 FT. AB GRADE PANEL		0.1950 SF	9/25/2006	13,650.00	
005	3,000	1200700 RV THERMAL SPEC 07 PINE 7 X 124		0.2200 SF	9/25/2006	660.00	

PO P001381 TOTAL IN US DOLLARS **30,460.00**

EDGEMATE

Purchase Order

gemate, Inc.
aring Spring Plant
E. Closson Road
ıring Spring, PA. 16673 USA
: 814-224-5137 Fax: 814-224-2534

Order Number	Order Date	Page
P001397	09-25-06	

ırdered Madison Sanz LTD.
From : 14 - B North Robbins Street
Thomasville, NC 27360
USA

Ship To : Edgemate, Inc.
333 Closson Road
Roaring Spring, PA 16673
USA

All monetary values expressed in : US DOLLAR

Buyer	Terms	Acknowledge	F O B	Ship Via
JFOCHT	1.0%/10 days,Net 30		DESTINATION	MOST ECONOMICAL

.ine No	Order Qty Blanket Type	Our Item Number Description / Comments	Your Item Number	Warehouse Unit Price	Request Date Unit Measure	Extended Price	Change Cancel
)01	5,000	1200700 RV THERMAL SPEC 07 PINE 7 X 124		0.2400 SF	9/26/2006	1,200.00	
)02	35,000	1200110 RV AP SPEC 05 ALDER RED RSTC 1/42 8 FT. MINIMUM 100" LONG B & BETTER		0.1600 SF	9/26/2006	5,600.00	
)03	150	1301047 FACE ANIGRE FIG QTRD 50 X 99		32.6550 EA	9/26/2006	4,898.25	
004	28,000	1200047 RV EMD SPEC DOOR OAK RED F/C 1/42 7 FT. SPECIAL EDGEMATE GRADE DOOR		0.1100 SF	9/26/2006	3,080.00	

PO P001397 TOTAL IN US DOLLARS **14,778.25**

EDGEMATE
Purchase Order

lgemate, Inc.
)aring Spring Plant
3 E. Closson Road
aring Spring, PA. 16673 USA
l: 814-224-5137 Fax: 814-224-2534

Order Number	Order Date	Page
P001413	09-29-06	

Ordered From : Madison Sanz LTD.
14 - B North Robbins Street
Thomasville, NC 27360
USA

Ship To : Edgemate, Inc.
333 Closson Road
Roaring Spring, PA 16673
USA

All monetary values expressed in : US DOLLAR

Buyer	Terms	Acknowledge	F O B	Ship Via
JFOCHT	1.0%/10 days,Net 30		DESTINATION	DELIVERED

Line No	Order Qty / Blanket Type	Our Item Number / Description / Comments / Your Item Number	Warehouse / Unit Price	Request Date / Unit Measure	Extended Price	Change / Cancel
001	40,000	1200111 RV AP SPEC 05 SAPELE QTRD 1/42 8 FT. QTRD. SAPELE PANEL - 8'	0.1800 SF	10/6/2006	7,200.00	
002	75,000	1200047 RV EMD SPEC DOOR OAK RED F/C 1/42 7 FT. SPECIAL EDGEMATE GRADE DOOR	0.1100 SF	10/6/2006	8,250.00	
003	25,000	1200048 RV EMD SPEC DOOR WHT OAK F/C 1/42 7 FT. SPECIAL EDGEMATE GRADE DOOR	0.1400 SF	10/6/2006	3,500.00	
004	100,000	1200202 RV ABP SPEC 10 MAPLE 1/42 8 FT. AB GRADE PANEL	0.1650 SF	10/6/2006	16,500.00	

PO P001413 TOTAL IN US DOLLARS **35,450.00**

EDGEMATE
Purchase Order

dgemate, Inc.
baring Spring Plant
3 E. Closson Road
baring Spring, PA. 16673 USA
l: 814-224-5137 Fax: 814-224-2534

Order Number	Order Date	Page
P001414	09-29-06	

Ordered From : Madison Sanz LTD.
14 - B North Robbins Street
Thomasville, NC 27360
USA

Ship To : Edgemate, Inc.
333 Closson Road
Roaring Spring, PA 16673
USA

All monetary values expressed in : US DOLLAR

Buyer	Terms	Acknowledge	F O B	Ship Via
JFOCHT	1.0%/10 days,Net 30		DESTINATION	DELIVERED

Line No	Order Qty / Blanket Type	Our Item Number / Description / Comments / Your Item Number	Warehouse / Unit Price	Request Date / Unit Measure	Extended Price	Change / Cancel
001	75,000	1200046 RV EMD SPEC DOOR HICKORY F/C 1/42 7 FT. SPECIAL EDGEMATE GRADE DOOR	0.1400	10/17/2006 SF	10,500.00	
002	40,000	1200039 RV EMD SPEC DOOR POPLAR WHITE 1/36 7 FT DOOR LENGTH	0.1400	10/17/2006 SF	5,600.00	
003	60,000	1200212 RV AP SPEC 10 ALDER RED CLR 1/42 8 FT. AB GRADE PANEL	0.2200	10/17/2006 SF	13,200.00	
004	5,000	1200070 RV ABP-SPEC-05-HEMLOCK 1/42 8 FT AB GRADE 8 FT. PANEL	0.2200	10/17/2006 SF	1,100.00	
005	60,000	1200075 RV EMD SPEC DOOR MAHOGANY F/C 1/42 7 FT.	0.1450	10/17/2006 SF	8,700.00	
		PO P001414 TOTAL IN US DOLLARS			**39,100.00**	

EDGEMATE
Purchase Order

dgemate, Inc.
oaring Spring Plant
.3 E. Closson Road
oaring Spring, PA. 16673 USA
el: 814-224-5137 Fax: 814-224-2534

Order Number	Order Date	Page
P001558	11-07-06	

Ordered From : Madison Sanz LTD.
14 - B North Robbins Street
Thomasville, NC 27360
USA

Ship To : Edgemate, Inc.
333 Closson Road
Roaring Spring, PA 16673
USA

All monetary values expressed in : US DOLLAR

Buyer	Terms	Acknowledge	F O B	Ship Via
ALARDIER	1.0%/10 days,Net 30		DESTINATION	MOST ECONOMICAL

Line No	Order Qty / Blanket Type	Our Item Number / Description / Comments	Your Item Number	Warehouse / Unit Price	Request Date / Unit Measure	Extended Price	Change / Cancel
001	20,000	1200221 RV ABP SPEC 10 WALNUT 1/42 8 FT AB GRADE PANEL		0.1850 SF	11/13/2006	3,700.00	
002	80,000	1200202 RV ABP SPEC 10 MAPLE 1/42 8 FT. AB GRADE PANEL		0.1650 SF	11/13/2006	13,200.00	
003	100,000	1200218 RV ABP SPEC 10 CHERRY 1/42 8 FT. AB GRADE PANEL		0.1900 SF	11/13/2006	19,000.00	
004	15,000	1200243 RV ABP SPEC 10 LACEWOOD 1/42 8FT AB GRADE PANEL		0.6200 SF	11/13/2006	9,300.00	
005	15,000	1250177 CLIP FERCHE RED OAK 6 3/8 AB GRADE DESIRED LENGTH 104"		0.1600 SF	11/13/2006	2,400.00	
006	15,000	1200204 RV ABP SPEC 10 ASH WHITE 1/42 8 FT. AB GRADE PANEL		0.1600 SF	11/13/2006	2,400.00	
007	15,000	1200207 RV ABP SPEC 10 OAK RED RIFT 1/42 8 FT. AB GRADE PANEL		0.1600 SF	11/13/2006	2,400.00	

EDGEMATE
Purchase Order

dgemate, Inc.
oaring Spring Plant
:3 E. Closson Road
oaring Spring, PA. 16673 USA
el: 814-224-5137 Fax: 814-224-2534

Order Number	Order Date	Page
P001558	11-07-06	

Ordered From : Madison Sanz LTD.
14 - B North Robbins Street
Thomasville, NC 27360
USA

Ship To : Edgemate, Inc.
333 Closson Road
Roaring Spring, PA 16673
USA

All monetary values expressed in : US DOLLAR

Buyer	Terms	Acknowledge	F O B	Ship Via
ALARDIER	1.0%/10 days,Net 30		DESTINATION	MOST ECONOMICAL

Line No	Order Qty / Blanket Type	Our Item Number / Description / Comments	Your Item Number	Warehouse / Unit Price	Request Date / Unit Measure	Extended Price	Change Cancel
008	40,000	1200203 RV ABP SPEC 10 HICK/PECAN 1/42 8 FT. AB GRADE PANEL		0.1600	11/13/2006 SF	6,400.00	
009	18,000	1200046 RV EMD SPEC DOOR HICKORY F/C 1/42 7 FT. SPECIAL EDGEMATE GRADE DOOR		0.1400	11/13/2006 SF	2,520.00	
010	20,000	1200261 RV BP SPEC 04 SAPELE F/C 1/42 8FT B GRADE PANEL 8FT MINIMUM LENGTH		0.1600	11/13/2006 SF	3,200.00	

ADDING LINES 6, 7, 8, 9 TO ORDER PLACED BY TROY WITH JOE

PO P001558 TOTAL IN US DOLLARS 64,520.00

EDGEMATE
Purchase Order

dgemate, Inc.
oaring Spring Plant
3 E. Closson Road
oaring Spring, PA. 16673 USA
l: 814-224-5137 Fax: 814-224-2534

Order Number	Order Date	Page
P001630	11-21-06	

Ordered From : Madison Sanz LTD.
14 -.B North Robbins Street
Thomasville, NC 27360
USA

Ship To : Edgemate, Inc.
333 Closson Road
Roaring Spring, PA 16673
USA

All monetary values expressed in : US DOLLAR

Buyer	Terms	Acknowledge	F O B	Ship Via
ALARDIER	1.0%/10 days,Net 30		DESTINATION	MOST ECONOMICAL

Line No	Order Qty / Blanket Type	Our Item Number / Description / Comments / Your Item Number	Warehouse / Unit Price	Request Date / Unit Measure	Extended Price	Change Cancel
001	60,000	1200214 RV ABP SPEC 10 OAK RED 1/42 8 FT. AB GRADE PANEL	0.1050	11/28/2006 SF	6,300.00	
002	20,000	1200089 RV SEB SPEC 02 ANIGRE QTRD FIG 1/42 QTRD. FIGURED	0.4000	11/28/2006 SF	8,000.00	
003	50,000	1200046 RV EMD SPEC DOOR HICKORY F/C 1/42 7 FT. SPECIAL EDGEMATE GRADE DOOR	0.1400	11/28/2006 SF	7,000.00	
004	20,000	1200021 RV SEB SPEC 02 RED OAK QTRD 1/42	0.1600	11/28/2006 SF	3,200.00	

PO P001630 TOTAL IN US DOLLARS **24,500.00**

EDGEMATE
Purchase Order

dgemate, Inc.
oaring Spring Plant
33 E. Closson Road
oaring Spring, PA. 16673 USA
el: 814-224-5137 Fax: 814-224-2534

Order Number	Order Date	Page
P001662	11-30-06	

Ordered From : Madison Sanz LTD.
14 - B North Robbins Street
Thomasville, NC 27360
USA

Ship To : Edgemate, Inc.
333 Closson Road
Roaring Spring, PA 16673
USA

All monetary values expressed in : US DOLLAR

Buyer	Terms	Acknowledge	F O B	Ship Via
ALARDIER	1.0%/10 days,Net 30		DESTINATION	MOST ECONOMICAL

Line No	Order Qty / Blanket Type	Our Item Number / Description / Comments / Your Item Number	Warehouse / Unit Price	Request Date / Unit Measure	Extended Price	Change / Cancel
001	35,000	1200109 RV AP SPEC 05 TEAK 1/42 8 FT AB GRADE 8 FT. PANEL	0.2200 SF	12/30/2006	7,700.00	
002	60,000	1200040 RV EMD SPEC DOOR WALNUT F/C 1/42 7 FT. SPECIAL EDGEMATE GRADE DOOR	0.1800 SF	12/30/2006	10,800.00	
003	25,000	1200262 RV BP SPEC 08 SAPELE F/C 1/42 10FT B GRADE PANEL 8FT MINIMUM LENGTH	0.1600 SF	12/30/2006	4,000.00	
004	100,000	1200202 RV ABP SPEC 10 MAPLE 1/42 8 FT. AB GRADE PANEL	0.1600 SF	12/30/2006	16,000.00	
005	100,000	1200214 RV ABP SPEC 10 OAK RED 1/42 8 FT. AB GRADE PANEL	0.1050 SF	12/30/2006	10,500.00	
006	75,000	1200218 RV ABP SPEC 10 CHERRY 1/42 8 FT. AB GRADE PANEL	0.1900 SF	12/30/2006	14,250.00	
007	50,000	1200046 RV EMD SPEC DOOR HICKORY F/C 1/42 7 FT. SPECIAL EDGEMATE GRADE DOOR	0.1400 SF	12/30/2006	7,000.00	

EDGEMATE
Purchase Order

dgemate, Inc.
oaring Spring Plant
33 E. Closson Road
oaring Spring, PA. 16673 USA
el: 814-224-5137 Fax: 814-224-2534

Order Number	Order Date	Page
P001662	11-30-06	

Ordered From : Madison Sanz LTD.
14 - B North Robbins Street
Thomasville, NC 27360
USA

Ship To : Edgemate, Inc.
333 Closson Road
Roaring Spring, PA 16673
USA

All monetary values expressed in : US DOLLAR

Buyer	Terms	Acknowledge	F O B	Ship Via
ALARDIER	1.0%/10 days,Net 30		DESTINATION	MOST ECONOMICAL

Line No	Order Qty / Blanket Type	Our Item Number / Description / Comments	Your Item Number	Warehouse / Unit Price	Request Date / Unit Measure	Extended Price	Change / Cancel
008	25,000	1200047 RV EMD SPEC DOOR OAK RED F/C 1/42 7 FT. SPECIAL EDGEMATE GRADE DOOR COMBINATION OF QTRS AND HEARTWOOD.		0.1100 SF	12/30/2006	2,750.00	
009	20,000	1200208 RV ABP SPEC 10 WHT OAK QTRD 1/42 8 FT AB GRADE PANEL		0.2200 SF	12/30/2006	4,400.00	
010	25,000	1200219 RV ABP SPEC 10 WHT OAK 1/42 8 FT. AB GRADE PANEL		0.1400 SF	12/30/2006	3,500.00	
			PO P001662 TOTAL IN US DOLLARS			**80,900.00**	

EDGEMATE
Purchase Order

dgemate, Inc.
:oaring Spring Plant
33 E. Closson Road
oaring Spring, PA. 16673 USA
el: 814-224-5137 Fax: 814-224-2534

Order Number	Order Date	Page
P001690	12-06-06	

Ordered From : Madison Sanz LTD.
14 - B North Robbins Street
Thomasville, NC 27360
USA

Ship To : Edgemate, Inc.
333 Closson Road
Roaring Spring, PA 16673
USA

All monetary values expressed in : US DOLLAR

Buyer	Terms	Acknowledge	F O B	Ship Via
ALARDIER	1.0%/10 days,Net 30		DESTINATION	MOST ECONOMICAL

Line No	Order Qty / Blanket Type	Our Item Number / Description / Comments	Your Item Number	Warehouse Unit Price	Request Date / Unit Measure	Extended Price	Change Cancel
001	80,000	1200046 RV EMD SPEC DOOR HICKORY F/C 1/42 7 FT. SPECIAL EDGEMATE GRADE DOOR		0.1400 SF	12/13/2006	11,200.00	
002	55,000	1200039 RV EMD SPEC DOOR POPLAR WHITE 1/36 7 FT DOOR LENGTH		0.1400 SF	12/13/2006	7,700.00	
003	25,000	1200048 RV EMD SPEC DOOR WHT OAK F/C 1/42 7 FT. SPECIAL EDGEMATE GRADE DOOR		0.1400 SF	12/13/2006	3,500.00	

ATTN: JOE
FAX: 336-476-3780

PO P001690 TOTAL IN US DOLLARS **22,400.00**

EDGEMATE
Purchase Order

dgemate, Inc.
oaring Spring Plant
.3 E. Closson Road
oaring Spring, PA. 16673 USA
el: 814-224-5137 Fax: 814-224-2534

Order Number	Order Date	Page
P001717	12-11-06	

Ordered From : Madison Sanz LTD.
14 - B North Robbins Street
Thomasville, NC 27360
USA

Ship To : Edgemate, Inc.
333 Closson Road
Roaring Spring, PA 16673
USA

All monetary values expressed in : US DOLLAR

Buyer	Terms	Acknowledge	F O B	Ship Via
ALARDIER	1.0%/10 days,Net 30		DESTINATION	MOST ECONOMICAL

Line No	Order Qty / Blanket Type	Our Item Number / Description / Comments	Your Item Number	Warehouse / Unit Price	Request Date / Unit Measure	Extended Price	Change / Cancel
001	35,000	1200111 RV AP SPEC 05 SAPELE QTRD 1/42 8 FT.		0.1800	12/20/2006 SF	6,300.00	
002	25,000	1200247 RV ABP SPEC 11 CHERRY F/C 1/42 10FT AB GRADE PANEL		0.2100	12/20/2006 SF	5,250.00	
003	35,000	1200003 RV SEB SPEC 02 ASH WHITE F/C 1/42		0.0700	12/20/2006 SF	2,450.00	
004	35,000	1200075 RV EMD SPEC DOOR MAHOGANY F/C 1/42 7 FT.		0.1450	12/20/2006 SF	5,075.00	
005	25,000	1200260 RV ABP SPEC 10 SAPELE F/C 1/42 8FT AB GRADE PANEL		0.1400	12/20/2006 SF	3,500.00	
006	150	1301047 FACE ANIGRE FIG QTRD 50 X 99		32.6500	12/20/2006 EA	4,897.50	

ATTN: JOE
FAX: 336-476-3780

PO P001717 TOTAL IN US DOLLARS **27,472.50**

EDGEMATE
Purchase Order

dgemate, Inc.
oaring Spring Plant
33 E. Closson Road
oaring Spring, PA. 16673 USA
el: 814-224-5137 Fax: 814-224-2534

Order Number	Order Date	Page
P001727	12-13-06	

Ordered From : Madison Sanz LTD.
14 - B North Robbins Street
Thomasville, NC 27360
USA

Ship To : Edgemate, Inc.
333 Closson Road
Roaring Spring, PA 16673
USA

All monetary values expressed in : US DOLLAR

Buyer	Terms	Acknowledge	F O B	Ship Via
ALARDIER	1.0%/10 days,Net 30		DESTINATION	MOST ECONOMICAL

Line No	Order Qty / Blanket Type	Our Item Number / Description / Comments	Your Item Number	Warehouse / Unit Price	Request Date / Unit Measure	Extended Price	Change Cancel
001	75,000	1200218 RV ABP SPEC 10 CHERRY 1/42 8 FT. AB GRADE PANEL		0.1900	12/20/2006 SF	14,250.00	
002	25,000	1200048 RV EMD SPEC DOOR WHT OAK F/C 1/42 7 FT. SPECIAL EDGEMATE GRADE DOOR		0.1400	12/20/2006 SF	3,500.00	
003	15,000	1200207 RV ABP SPEC 10 OAK RED RIFT 1/42 8 FT. AB GRADE PANEL		0.1600	12/20/2006 SF	2,400.00	
004	25,000	1200700 RV THERMAL SPEC 07 PINE 7 X 124 MUST BE 7" WIDE		0.2200	12/20/2006 SF	5,500.00	
005	25,000	1200082 RV AD SPEC DOOR PINE EAST CL 1/42 7 FT DOOR LENGTH MUST BE 7" WIDE		0.1800	12/20/2006 SF	4,500.00	

FAX: 336-884-3983

PO P001727 TOTAL IN US DOLLARS 30,150.00

EDGEMATE
Purchase Order

dgemate, Inc.
oaring Spring Plant
:3 E. Closson Road
)aring Spring, PA. 16673 USA
:l: 814-224-5137 Fax: 814-224-2534

Order Number	Order Date	Page
P001737	12-15-06	

Ordered From : Madison Sanz LTD.
14 - B North Robbins Street
Thomasville, NC 27360
USA

Ship To : Edgemate, Inc.
2300 Merrill Creek Parkway
Everett, WA 98203-5855
USA

All monetary values expressed in : US DOLLAR

Buyer	Terms	Acknowledge	F O B	Ship Via
CHAS BOYLE	1.0%/10 days,Net 30		DELIVERED	LEAST EXPENSIVE

Line No	Order Qty / Blanket Type	Our Item Number / Description / Comments	Your Item Number	Warehouse / Unit Price	Request Date / Unit Measure	Extended Price	Change / Cancel
001	25,000	1200003 RV SEB SPEC 02 ASH WHITE F/C 1/42 EDGEBANDING. 38,541 SF SHIPPED		0.0700	12/21/2006 SF	1,750.00	

ATTN: JOE PARSONS
FAX: 336-476-3780
PLEASE ACKNOWLEDGE.

FOR IMMEDIATE SHIPMENT.

**** PLEASE DISREGARD SHIP TO ADDRESS. PLEASE SHIP TO OUR ROARING SPRING, PA. PLANT AND WE WILL FORWARD WITH OUR WEEKLY SHIPMENT TO OUR WA. PLANT.****

MUST ARRIVE AT OUR ROARING SPRING, PA. PLANT NO LATER THAN DEC. 21, 2007.

PRICING PER YOUR QUOTE DATED 02.16.2006

PO P001737 TOTAL IN US DOLLARS 1,750.00

EDGEMATE
Purchase Order

dgemate, Inc.
oaring Spring Plant
:3 E. Closson Road
)aring Spring, PA. 16673 USA
:l: 814-224-5137 Fax: 814-224-2534

Order Number	Order Date	Page
P001741	12-18-06	

Ordered From : Madison Sanz LTD.
14 - B North Robbins Street
Thomasville, NC 27360
USA

Ship To : Edgemate, Inc.
333 Closson Road
Roaring Spring, PA 16673
USA

All monetary values expressed in : US DOLLAR

Buyer	Terms	Acknowledge	F O B		Ship Via	
ALARDIER	1.0%/10 days,Net 30		DESTINATION		MOST ECONOMICAL	
Line No / Order Qty / Blanket Type	Our Item Number / Description / Comments	Your Item Number	Warehouse / Unit Price	Request Date / Unit Measure	Extended Price	Change / Cancel
001 50,000	1200039 RV EMD SPEC DOOR POPLAR WHITE 1/36 7 FT DOOR LENGTH		0.1400 SF	12/25/2006	7,000.00	
002 25,000	1200204 RV ABP SPEC 10 ASH WHITE 1/42 8 FT. AB GRADE PANEL		0.1600 SF	12/25/2006	4,000.00	
003 25,000	1200212 RV AP SPEC 10 ALDER RED CLR 1/42 8 FT. AB GRADE PANEL		0.2200 SF	12/25/2006	5,500.00	
004 25,000	1200220 RV ABP SPEC 10 WHT OAK RIFT 1/42 8 FT AB GRADE PANEL		0.2200 SF	12/25/2006	5,500.00	
005 50,000	1200221 RV ABP SPEC 10 WALNUT 1/42 8 FT AB GRADE PANEL		0.1850 SF	12/25/2006	9,250.00	
006 25,000	1200040 RV EMD SPEC DOOR WALNUT F/C 1/42 7 FT. SPECIAL EDGEMATE GRADE DOOR		0.1850 SF	12/25/2006	4,625.00	
007 75,000	1200218 RV ABP SPEC 10 CHERRY 1/42 8 FT. AB GRADE PANEL		0.1900 SF	12/25/2006	14,250.00	

EDGEMATE
Purchase Order

dgemate, Inc.
)aring Spring Plant
3 E. Closson Road
)aring Spring, PA. 16673 USA
l: 814-224-5137 Fax: 814-224-2534

Order Number	Order Date	Page
P001741	12-18-06	

Ordered From : Madison Sanz LTD.
14 - B North Robbins Street
Thomasville, NC 27360
USA

Ship To : Edgemate, Inc.
333 Closson Road
Roaring Spring, PA 16673
USA

All monetary values expressed in : US DOLLAR

Buyer	Terms	Acknowledge	F O B	Ship Via
ALARDIER	1.0%/10 days,Net 30		DESTINATION	MOST ECONOMICAL

Line No	Order Qty / Blanket Type	Our Item Number / Description / Comments	Your Item Number	Warehouse Unit Price	Request Date / Unit Measure	Extended Price	Change Cancel
008	75,000	1200046 RV EMD SPEC DOOR HICKORY F/C 1/42 7 FT. SPECIAL EDGEMATE GRADE DOOR		0.1400	12/25/2006 SF	10,500.00	

THIS IS THE ORDER THAT WE DISCUSSED THIS MORNING
12/18

ATTN: JOE
FAX: 336-476-3780

PO P001741 TOTAL IN US DOLLARS 60,625.00

EDGEMATE
Purchase Order

dgemate, Inc.
oaring Spring Plant
3 E. Closson Road
oaring Spring, PA. 16673 USA
l: 814-224-5137 Fax: 814-224-2534

Order Number	Order Date	Page
P001801	01-05-07	

Ordered From : Madison Sanz LTD.
14 - B North Robbins Street
Thomasville, NC 27360
USA

Ship To : Edgemate, Inc.
333 Closson Road
Roaring Spring, PA 16673
USA

All monetary values expressed in : US DOLLAR

Buyer	Terms	Acknowledge	F O B	Ship Via
ALARDIER	1.0%/10 days,Net 30		DESTINATION	MOST ECONOMICAL

Line No	Order Qty / Blanket Type	Our Item Number / Description / Comments	Your Item Number	Warehouse / Unit Price	Request Date / Unit Measure	Extended Price	Change / Cancel
001	150,000	1200218 RV ABP SPEC 10 CHERRY 1/42 8 FT. AB GRADE PANEL		0.1900 SF	2/5/2007	28,500.00	
002	50,000	1200074 RV EMD SPEC DOOR CHERRY F/C 1/42 7 FT.		0.1550 SF	2/5/2007	7,750.00	
003	200,000	1200202 RV ABP SPEC 10 MAPLE 1/42 8 FT. AB GRADE PANEL		0.1600 SF	2/5/2007	32,000.00	
004	50,000	1200049 RV EMD SPEC 15 DOOR MAPLE F/C 1/42 7 FT. SPECIAL EDGEMATE GRADE DOOR		0.1350 SF	2/5/2007	6,750.00	
005	100,000	1200214 RV ABP SPEC 10 OAK RED 1/42 8 FT. AB GRADE PANEL		0.1050 SF	2/5/2007	10,500.00	
006	75,000	1200047 RV EMD SPEC DOOR OAK RED F/C 1/42 7 FT. SPECIAL EDGEMATE GRADE DOOR COMBINATION OF QTRS AND HEARTWOOD.		0.1100 SF	2/5/2007	8,250.00	

ATTN: SUE
FAX: 336-476-3780

PO P001801 TOTAL IN US DOLLARS **93,750.00**

EDGEMATE
Purchase Order

dgemate, Inc.
oaring Spring Plant
33 E. Closson Road
oaring Spring, PA. 16673 USA
el: 814-224-5137 Fax: 814-224-2534

Order Number	Order Date	Page
P001819	01-12-07	

Ordered From : Madison Sanz LTD.
14 - B North Robbins Street
Thomasville, NC 27360
USA

Ship To : Edgemate, Inc.
333 Closson Road
Roaring Spring, PA 16673
USA

All monetary values expressed in : US DOLLAR

Buyer	Terms	Acknowledge	F O B	Ship Via
ALARDIER	1.0%/10 days,Net 30		DESTINATION	MOST ECONOMICAL

Line No	Order Qty / Blanket Type	Our Item Number / Description / Comments	Your Item Number	Warehouse / Unit Price	Request Date / Unit Measure	Extended Price	Change / Cancel
001	20,000	1200049 RV EMD SPEC 15 DOOR MAPLE F/C 1/42 7 FT. SPECIAL EDGEMATE GRADE DOOR		0.1350 SF	1/17/2007	2,700.00	
002	50,000	1200074 RV EMD SPEC DOOR-CHERRY F/C 1/42 7 FT.		0.1550 SF	1/17/2007	7,750.00	

ATTN: JOE/SUE
FAX: 336-476-3780, 336-884-3983

PO P001819 TOTAL IN US DOLLARS 10,450.00

EDGEMATE
Purchase Order

dgemate, Inc.
Roaring Spring Plant
33 E. Closson Road
oaring Spring, PA. 16673 USA
el: 814-224-5137 Fax: 814-224-2534

Order Number	Order Date	Page
P001833	01-19-07	

Ordered From : Madison Sanz LTD.
14 - B North Robbins Street
Thomasville, NC 27360
USA

Ship To : Edgemate, Inc.
333 Closson Road
Roaring Spring, PA 16673
USA

All monetary values expressed in : US DOLLAR

Buyer	Terms	Acknowledge	F O B	Ship Via
ALARDIER	1.0%/10 days,Net 30		DESTINATION	MOST ECONOMICAL

Line No	Order Qty / Blanket Type	Our Item Number / Description / Comments	Your Item Number	Warehouse / Unit Price	Request Date / Unit Measure	Extended Price	Change / Cancel
001	75,000	1200039 RV EMD SPEC DOOR POPLAR WHITE 1/36 7 FT DOOR LENGTH 3 Pallets		0.1400 SF	1/26/2007	10,500.00	
002	25,000	1200207 RV ABP SPEC 10 OAK RED RIFT 1/42 8 FT. AB GRADE PANEL 1 Pallet		0.1600 SF	1/26/2007	4,000.00	
003	50,000	1200220 RV ABP SPEC 10 WHT OAK RIFT 1/42 8 FT AB GRADE PANEL 2 Pallets		0.2200 SF	1/26/2007	11,000.00	
004	25,000	1200247 RV ABP SPEC 11 CHERRY F/C 1/42 10FT AB GRADE PANEL 1 Pallet		0.2100 SF	1/26/2007	5,250.00	

ATTN: JOE
FAX: 336-476-3780

PO P001833 TOTAL IN US DOLLARS **30,750.00**

EDGEMATE
Purchase Order

Edgemate, Inc.
Roaring Spring Plant
333 E. Closson Road
Roaring Spring, PA. 16673 USA
Tel: 814-224-5137 Fax: 814-224-2534

Order Number	Order Date	Page
P001849	01-23-07	

Ordered From : Madison Sanz LTD.
14 - B North Robbins Street
Thomasville, NC 27360
USA

Ship To : Edgemate, Inc.
333 Closson Road
Roaring Spring, PA 16673
USA

All monetary values expressed in : US DOLLAR

Buyer	Terms	Acknowledge	F O B	Ship Via
ALARDIER	1.0%/10 days,Net 30		DESTINATION	MOST ECONOMICAL

Line No	Order Qty / Blanket Type	Our Item Number / Description / Comments / Your Item Number	Warehouse Unit Price	Request Date / Unit Measure	Extended Price	Change Cancel
001	75,000	1200015 RV SEB SPEC 02 MAPLE F/C 1/42	0.0700	1/30/2007 SF	5,250.00	
002	50,000	1200019 RV SEB SPEC 02 RED OAK F/C 1/42	0.0700	1/30/2007 SF	3,500.00	
003	50,000	1200046 RV EMD SPEC DOOR HICKORY F/C 1/42 7 FT. SPECIAL EDGEMATE GRADE DOOR	0.1400	1/30/2007 SF	7,000.00	
004	10,000	1200221 RV ABP SPEC 10 WALNUT 1/42 8 FT 1 Pallet	0.1850	1/30/2007 SF	1,850.00	
005	25,000	1200203 RV ABP SPEC 10 HICK/PECAN 1/42 8 FT. AB GRADE PANEL	0.1600	1/30/2007 SF	4,000.00	
006	10,000	1200009 RV SEB SPEC 02 CHERRY F/C 1/42	0.0900	1/30/2007 SF	900.00	

PO P001849 TOTAL IN US DOLLARS **22,500.00**

EDGEMATE
Purchase Order

:dgemate, Inc.
Roaring Spring Plant
33 E. Closson Road
Roaring Spring, PA. 16673 USA
el: 814-224-5137 Fax: 814-224-2534

Order Number	Order Date	Page
P001883	01-29-07	

Ordered From : Madison Sanz LTD.
14 - B North Robbins Street
Thomasville, NC 27360
USA

Ship To : Edgemate, Inc.
2300 Merrill Creek Parkway
Everett, WA 98203-5855
USA

All monetary values expressed in : US DOLLAR

Buyer	Terms	Acknowledge	F O B	Ship Via
CHAS BOYLE	1.0%/10 days,Net 30		DELIVERED	LEAST EXPENSIVE

Line No	Order Qty / Blanket Type	Our Item Number / Description / Comments	Your Item Number	Warehouse Unit Price	Request Date / Unit Measure	Extended Price	Change Cancel
001	75,000	1200095 RV AP SPEC 05 BIRCH WHITE ROTARY .6MM EM SPEC 8FT. WHITE BIRCH PANEL		0.1600 SF	2/9/2007	12,000.00	

ATTN: JOE PARSONS
FAX: 336-476-3780
PLEASE ACKNOWLEDGE.

FOR IMMEDIATE SHIPMENT.

**** PLEASE DISREGARD SHIP TO ADDRESS. PLEASE SHIP TO OUR ROARING SPRING, PA. PLANT AND WE WILL FORWARD WITH OUR WEEKLY SHIPMENT TO OUR WA. PLANT.****

MUST ARRIVE AT OUR ROARING SPRING, PA. PLANT NO LATER THAN FEB. 09, 2007.

PRICING PER YOUR QUOTE DATED 02.16.2006

PO P001883 TOTAL IN US DOLLARS 12,000.00

Edgemate Inc. 8/11/2008 11:23 AM
Purchase Orders Page: 1
Date between 1/1/2005 and 8/31/2008,Vendor IDs between 17512 and 17512

Order ID	Vendor ID	Name	Order Date	Recv On	Status	Amount
P001861	17512	Veneer Resources Group	1/23/2007	2/12/2007	Closed	$89,750.00
P001909	17512	Veneer Resources Group	2/1/2007	2/16/2007	Closed	$1,581.20
P001910	17512	Veneer Resources Group	2/7/2007	2/14/2007	Closed	$11,000.00
P001943	17512	Veneer Resources Group	2/12/2007	2/19/2007	Closed	$9,250.00
P001981	17512	Veneer Resources Group	2/21/2007	2/23/2007	Closed	$4,000.00
Report totals:						$115,581.20

EDGEMATE
Purchase Order

Edgemate, Inc.
Roaring Spring Plant
333 E. Closson Road
Roaring Spring, PA. 16673 USA
Tel: 814-224-5137 Fax: 814-224-2534

Order Number	Order Date	Page
P001861	01-23-07	

Ordered From : Veneer Resources Group
14-B N. Robbins Street
Thomasville, NC 27360
USA

Ship To : Edgemate, Inc.
333 Closson Road
Roaring Spring, PA 16673
USA

All monetary values expressed in : US DOLLAR

Buyer	Terms	Acknowledge	F O B	Ship Via
ALARDIER	2.0%/10 days,Net 30		DESTINATION	MOST ECONOMICAL

Line No	Order Qty / Blanket Type	Our Item Number / Description / Comments / Your Item Number	Warehouse Unit Price	Request Date / Unit Measure	Extended Price	Change Cancel
001	100,000	1200218 RV ABP SPEC 10 CHERRY 1/42 8 FT. AB GRADE PANEL	0.1900 SF	2/12/2007	19,000.00	
002	50,000	1200074 RV EMD SPEC DOOR CHERRY F/C 1/42 7 FT.	0.1550 SF	2/12/2007	7,750.00	
003	200,000	1200202 RV ABP SPEC 10 MAPLE 1/42 8 FT. AB GRADE PANEL	0.1600 SF	2/12/2007	32,000.00	
004	50,000	1200049 RV EMD SPEC 15 DOOR MAPLE F/C 1/42 7 FT. SPECIAL EDGEMATE GRADE DOOR	0.1350 SF	2/12/2007	6,750.00	
005	100,000	1200214 RV ABP SPEC 10 OAK RED 1/42 8 FT. AB GRADE PANEL	0.1050 SF	2/12/2007	10,500.00	
006	125,000	1200047 RV EMD SPEC DOOR OAK RED F/C 1/42 7 FT. SPECIAL EDGEMATE GRADE DOOR COMBINATION OF QTRS AND HEARTWOOD.	0.1100 SF	2/12/2007	13,750.00	

ATTN: SUE/JOE
FAX: 336-476-3780

PO P001861 TOTAL IN US DOLLARS 89,750.00

EDGEMATE
Purchase Order

Edgemate, Inc.
Roaring Spring Plant
333 E. Closson Road
Roaring Spring, PA. 16673 USA
Tel: 814-224-5137 Fax: 814-224-2534

Order Number	Order Date	Page
P001909	02-01-07	

Ordered From : Veneer Resources Group
14-B N. Robbins Street
Thomasville, NC 27360
USA

Ship To : Edgemate, Inc.
333 Closson Road
Roaring Spring, PA 16673
USA

All monetary values expressed in : US DOLLAR

Buyer	Terms	Acknowledge	F O B	Ship Via
ALARDIER	2.0%/10 days,Net 30		DESTINATION	MOST ECONOMICAL

Line No	Order Qty / Blanket Type	Our Item Number / Description / Comments	Your Item Number	Warehouse Unit Price	Request Date / Unit Measure	Extended Price	Change / Cancel
001	0	1200095 RV AP SPEC 05 BIRCH WHITE ROTARY .6MM Minimum 101" Maximum 118"		0.1800 SF	2/16/2007	0.00	
002	20	1301032 FACE TEAK F/C 50 X 99 Sequenced		37.8100 EA	2/16/2007	756.20	
003	20	1301264 FACE TEAK QTR 50 X 99		41.2500 EA	2/16/2007	825.00	

FAX: 336-884-3983

PO P001909 TOTAL IN US DOLLARS 1,581.20

EDGEMATE
Purchase Order

Edgemate, Inc.
Roaring Spring Plant
333 E. Closson Road
Roaring Spring, PA. 16673 USA
Tel: 814-224-5137 Fax: 814-224-2534

Order Number	Order Date	Page
P001910	02-07-07	

Ordered From : Veneer Resources Group
14-B N. Robbins Street
Thomasville, NC 27360
USA

Ship To : Edgemate, Inc.
333 Closson Road
Roaring Spring, PA 16673
USA

All monetary values expressed in : US DOLLAR

Buyer	Terms	Acknowledge	F O B	Ship Via
ALARDIER	2.0%/10 days,Net 30		DESTINATION	MOST ECONOMICAL

Line No	Order Qty Blanket Type	Our Item Number / Description / Comments	Your Item Number	Warehouse Unit Price	Request Date Unit Measure	Extended Price	Change Cancel
001	25,000	1200203 RV ABP SPEC 10 HICK/PECAN 1/42 8 FT. AB GRADE PANEL		0.1600 SF	2/14/2007	4,000.00	
002	50,000	1200039 RV EMD SPEC DOOR POPLAR WHITE 1/36 7 FT DOOR LENGTH		0.1400 SF	2/14/2007	7,000.00	

FAX: 336-884-3983

PO P001910 TOTAL IN US DOLLARS 11,000.00

EDGEMATE
Purchase Order

Edgemate, Inc.
Roaring Spring Plant
333 E. Closson Road
Roaring Spring, PA. 16673 USA
Tel: 814-224-5137 Fax: 814-224-2534

Order Number	Order Date	Page
P001943	02-12-07	

Ordered From : Veneer Resources Group
14-B N. Robbins Street
Thomasville, NC 27360
USA

Ship To : Edgemate, Inc.
333 Closson Road
Roaring Spring, PA 16673
USA

All monetary values expressed in : US DOLLAR

Buyer	Terms	Acknowledge	F O B	Ship Via
ALARDIER	2.0%/10 days,Net 30		DESTINATION	MOST ECONOMICAL

Line No	Order Qty / Blanket Type	Our Item Number / Description / Comments	Your Item Number	Warehouse / Unit Price	Request Date / Unit Measure	Extended Price	Change / Cancel
001	50,000	1200221 RV ABP SPEC 10 WALNUT 1/42 8 FT AB GRADE PANEL		0.1850	2/19/2007 SF	9,250.00	

FAX: 336-884-3983

PO P001943 TOTAL IN US DOLLARS 9,250.00

EDGEMATE
Purchase Order

Edgemate, Inc.
Roaring Spring Plant
333 E. Closson Road
Roaring Spring, PA. 16673 USA
Tel: 814-224-5137 Fax: 814-224-2534

Order Number	Order Date	Page
P001981	02-21-07	

Ordered From : Veneer Resources Group
14-B N. Robbins Street
Thomasville, NC 27360
USA

Ship To : Edgemate, Inc.
333 Closson Road
Roaring Spring, PA 16673
USA

All monetary values expressed in : US DOLLAR

Buyer	Terms	Acknowledge	F O B	Ship Via
ALARDIER	2.0%/10 days,Net 30		DESTINATION	MOST ECONOMICAL

Line No	Order Qty / Blanket Type	Our Item Number / Description / Comments	Your Item Number	Warehouse / Unit Price	Request Date / Unit Measure	Extended Price	Change / Cancel
001	25,000	1200204 RV ABP SPEC 10 ASH WHITE 1/42 8 FT. AB GRADE PANEL		0.1600	2/23/2007 SF	4,000.00	

FAX: 336-884-3983

PO P001981 TOTAL IN US DOLLARS 4,000.00

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

FORCEY LUMBER COMPANY,
A CORPORATION,

Plaintiff,

vs.

EDGEMATE INC.
A CORPORATION,

Defendant.

vs.

JOE PARSONS d/b/a VENEER RESOURCES GROUP, LLC and JOE PARSONS, d/b/a MADISON-SANZ Ltd. And VENEER RESOURCES GROUP, LLC, and VANEER RESOURCES GROUP, Ltd.

Additional Defendants

No. 07 - 714 - CD

Type of Pleading:

EVIDENCE EXHIBITS IN SUPPORT OF PLAINTIFF'S MOTION FOR PARTIAL SUMMARY JUDGMENT AND MOTION FOR SANCTION REGARDING SPOLIATION OF EVIDENCE

Filed on behalf of:
Plaintiff

Counsel of Record for this party:

James A. Naddeo, Esq.
Pa I.D. 06820

NADDEO & LEWIS, LLC
207 E. Market Street
P.O. Box 552
Clearfield, PA 16830
(814) 765-1601

Dated: June 10, 2009

FILED
013:30 2cc
JUN 10 2009
Atty Naddeo
William A. Shaw
Prothonotary/Clerk of Courts

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

Forcey Lumber Company, a corporation, Plaintiff,	*	
v.	*	No. 07-714-CD
Edgemate Inc., a corporation, Defendant.	*	
v.	*	
JOE PARSONS d/b/a VENEER RESOURCES GROUP, LLC and JOE PARSONS, d/b/a MADISON-SANZ Ltd. And VENEER RESOURCES GROUP, LLC, and VANEER RESOURCES GROUP, Ltd. Additional Defendants.	*	

EVIDENCE EXHIBITS IN SUPPORT OF PLAINTIFF'S MOTION FOR PARTIAL SUMMARY JUDGMENT AND MOTION FOR SANCTION REGARDING SPOLIATION OF EVIDENCE

Plaintiff, Forcey Lumber Company, by its undersigned counsel, respectfully files the following documents being attached hereto as evidentiary exhibits in support of Plaintiff's Motion for Summary Judgment and Plaintiff's Motion for Sanction Regarding Spoliation of Evidence filed with the Court:

EXHIBIT LETTER	DESCRIPTION
A	Deposition of Harry K. Benjamin
B	Deposition of Adam Lardieri
C	Deposition of James F. Morter
D	Deposition of Lisa White

E Deposition of Chaz Boyle

NADDEO & LEWIS, LLC

By James A. Naddeo
James A. Naddeo
Attorney for Plaintiff

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

FORCEY LUMBER COMPANY, A CORPORATION, Plaintiff,	*	
vs.	*	No. 07 - 714 - CD
EDGEMATE INC. A CORPORATION, Defendant	*	
vs.	*	
JOE PARSONS d/b/a VENEER RESOURCES GROUP, LLC and JOE PARSONS, d/b/a MADISON-SANZ Ltd. And VENEER RESOURCES GROUP, LLC, and VANEER RESOURCES GROUP, Ltd. Additional Defendants	*	

CERTIFICATE OF SERVICE

I, James A. Naddeo, Esquire, do hereby certify that a certified copy of Evidence Exhibits in Support of Plaintiff's Motion for Partial Summary Judgment and Motion for Sanction Regarding Spoliation of Evidence was served on the following and in the following manner on the 10th day of June, 2009:

First-Class Mail, Postage Prepaid

Matthew B. Taladay, Esquire
HANAK, GUIDO & TALADAY
528 Liberty Boulevard
P.O. Box 487
DuBois, PA 15801

Joe Parsons
Veneer Resources Group, LLC
14-B Robbins Street
Thomasville, North Carolina 27360

NADDEO & LEWIS, LLC

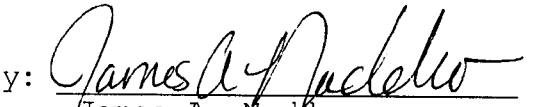
By: 
James A. Naddeo
Attorney for Plaintiff

EXHIBIT A

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

FORCEY LUMBER COMPANY, A CORPORATION,
Plaintiff,
vs.
EDGEMATE INC., A CORPORATION,
Defendant,
vs.
JOE PARSONS d/b/a VENEER RESOURCES GROUP, LLC and JOE PARSONS, d/b/a MADISON-SANZ Ltd. And VENEER RESOURCES GROUP LLC, and VANEER RESOURCES GROUP, Ltd.,
Additional Defendants.

No. 07-714-CD

PROCEEDINGS: Deposition of HARRY K. BENJAMIN

DATE: April 30, 2008

TIME: 10:38 a.m. - 12:31 p.m.

PLACE: Hanak, Guido & Taladay
528 Liberty Boulevard
DuBois, Pennsylvania

REPORTER: Susanna C. Englert
CSR 1951
Notary Public

ASAP COURT REPORTING
Registered Professional Reporters
167 South McKean Street
Kittanning, Pennsylvania 16201
(814) 472-8009 - (724) 543-4996
FAX: (814) 472-8950 - (724) 543-5054
e-mail: ASAP10@windstream.net

APPEARANCES:

For the Plaintiff:

JAMES A. NADDEO, ESQUIRE
TRUDY LUMADUE, ATTORNEY AT LAW
Naddeo & Lewis
207 East Market Street
Clearfield, Pennsylvania 16830

For the Defendant:

MATTHEW B. TALADAY, ESQUIRE
Hanak, Guido & Taladay
538 Liberty Boulevard
DuBois, Pennsylvania 15801

ALSO PRESENT:

Adam Lardieri

Certified Copy

INDEX

HARRY K. BENJAMIN

EXAMINATION PAGE
By Mr. Naddeo 4

- - -

EXHIBITS MAY 16 2008

NUMBER	DESCRIPTION	MARKED
No. 1	Bill of Lading and Invoice	17
No. 2	Bill of Lading and Invoice	17
No. 3	Bill of Lading and Invoice	17
No. 4	Letter dated April 5, 2007	33
No. 5	Photocopy of Check No. 6719	34
No. 6	E-mail dated April 25, 2007	40
No. 7	Edgemate Purchase Order No. P002006	41
No. 8	Bill of Lading	45
No. 9	Edgemate, Inc. Fax cover sheet with 20 attached pages	57
No. 10	Photocopy of Exhibit A of Answer to Plaintiff's Complaint	58

HARRY K. BENJAMIN,
having been duly sworn, testified as follows:

- - -

EXAMINATION

BY MR. NADDEO:

Q. Your name, please?
A. **Harry K. Benjamin.**
Q. Your address?
A. **2412 Crescent Road, C-R-E-S-C-E-N-T, Altoona, Pennsylvania 16602.**
Q. How long have you lived at that address?
A. **Seven years.**
Q. Are you familiar with a company known as Edgemate, Inc.?
A. **Yes.**
Q. Do you know when that company was formed?
A. **Originally, I think it was 1995.**
Q. Okay. What is the principal business address of Edgemate, Inc.?
A. **333 Closson Road, Roaring Spring, Pennsylvania 16673.**
Q. How long has that been Edgemate's principal address?
A. **I believe since 1992.**
Q. Now, the company was formed in '95, and

its address has been the same since

A. Well, it was a division of Wesvaco Corporation starting back in about 1975 or '79, somewhere around there, and it moved from Tyrone to Williamsburg to, eventually, Roaring Spring. And it was sold as a division of Wesvaco.

It was spun off to some owners in 1995, who then created Edgemate, Inc., as I understand it. In any case, I purchased the stock of Edgemate, Inc. In 2000.

Q. So you've been the owner of that business since 2000?

A. Correct.

Q. What is the business of Edgemate?

A. Manufacturer of raw veneer products and distributor of associated resale products.

Q. Let's start with raw veneer products. I'm not sure I understand what you mean by "raw veneer products."

A. We make continuous raw edge banding, and we make veneer sheets. This is a veneer sheet that your arms are on. This is continuous raw edge banding on the side of the table.

Q. When you say you make it, do you make it, or do you apply it to furniture at your factory?

A. No, we only make the raw product, we don't apply it to any furniture.

Q. Okay, I see. So we're sitting at a conference table, taking this deposition, and it appears as though the furniture does have a veneer exterior. Would you agree?

A. Yes.

Q. And the material that you manufacture at your plant is the material used to cover the furniture?

A. The substrate, correct.

Q. Right. And there are surface materials?

A. The surface would be considered a sheet.

Q. And the edging would be the --

A. A sheet, or a panel. The side would be considered edging.

Q. Okay.

A. Assuming that this is real wood.

MR. TALADAY: Better be, for what we paid for it.

BY MR. NADDEO:

Q. Your company does not apply the product that you manufacture to the actual furniture?

A. No, we produce a raw product to distributors and original equipment manufacturers.

Q. In or o manufacture your raw product, do you require some type of material from which you produce the product?

A. Yes.

Q. What is the material that you use to manufacture your product?

A. Wood veneer.

Q. And do you purchase various types of wood veneer?

A. We purchase various grades of wood veneer.

Q. Well, when I say "types," do you purchase different types of wood?

A. We purchase different species of wood in different grades.

Q. Let met use the term "species," because I think that's probably more conversant in your industry.

When we talk about different species, we're talking about species of wood, such as pine, oak, maple, et cetera?

A. Correct.

Q. Okay. So you do purchase various species of veneer and manufacture it into sheets and edging material?

A. Correct.

Q. Is there a particular person in your organization who is responsible for purchasing the veneer from which you manufacture your product?

A. Yes.

Q. Who is that, please?

A. Well, it falls under -- the director of manufacturing is overall in charge, and the purchasing agent, if you will, would be Adam Lardieri.

Q. And has Adam been the purchasing agent ever since you've owned the business?

A. No.

Q. When did Adam become employed for you, or for the company?

A. I think it's been a couple years.

Q. Prior to Adam Lardieri, who did the purchasing?

A. There were a series of individuals.

Q. Do you recall their names?

A. Well, the ultimate responsibility was Chaz Boyle since 2005.

Q. Is he still employed by Edgemate?

A. Yes.

Q. So in 2005, he would have been the

purchasing agent?
A. We purchased -- we acquired our competitor in 2000 -- July of 2005. At that point, he took over the role of overall purchasing for the entire organization.
Q. And then Mr. Lardieri came on board, or became an employee, sometime after July of 2005?
A. Yeah.
Q. I want to be clear. Which of those gentlemen is in charge of purchasing, would that be Mr. Boyle or Mr. Lardieri?
A. I would say it's Boyle.
Q. What is Mr. Lardieri's role as far as purchasing is concerned?
A. He's the purchasing agent.
Q. Does he place the actual orders?
A. Yes.
Q. Mr. Boyle oversees that, is that how it's set up?
A. Yeah. They work together. I mean, it's not -- you know, we're not a big bureaucracy.
Q. Okay. Prior to 2005, who did the purchasing for the company?
A. Prior -- well, prior to the acquisition, with the competition, it was a combination of our

plant manager and the face plant manager.
Q. All right. Who were those individuals?
A. Troy Isenberg.
Q. He was the plant manager?
A. Plant manager.
Q. E-I-S-E-N-B --
A. I-S-E-N-B-E-R-G.
Q. Thank you. He was the plant manager?
A. Yes.
Q. And the other gentleman?
A. The other gentleman, the face plant manager, was Josh, I can't recall his last name.
Q. What was his --
A. Title?
Q. Title.
A. Face plant manager?
Q. Face plant. When were either of those gentlemen last involved in purchasing?
A. I don't really know the dates that they both -- they no longer work for us. I don't recall their departure dates.
Q. Would they have departed prior to Mr. Boyle becoming an employee in July of 2005?
A. No, it was after.
Q. After. So after Mr. Boyle came to work

for Edgemate?
A. Yeah.
Q. Did they come on after Mr. Lardieri was employed?
A. No, they were there prior to his employment.
Q. So they left between Boyle and Lardieri. Do I have that right?
A. No.
Q. I'm sorry.
A. They left after Boyle and Lardieri.
Q. Do you ever get involved in purchasing in your capacity with Edgemate?
A. I delegate the authority and I retain the responsibility.
Q. Okay. What is your job title with Edgemate?
A. I'm the president.
Q. And have you been president of the company since the time that you acquired it in 2000?
A. Yes.
Q. Are you familiar with the persons from whom you buy the various species of veneer, the companies that you've dealt with since acquiring

Edgemate in 2000?
A. In some cases I'm familiar with the company. In some cases I'm familiar with the individuals that represent the company.
Q. Was one of your suppliers a gentleman by the name of Joe Parsons, who was trading as Veneer Resources Group?
A. One of our suppliers was Joe Parsons, who traded as numerous entities.
Q. But Joe Parsons was the individual, under whatever name designation, who had supplied veneer to your company?
A. Yes.
Q. All right. How long was Joe Parsons one of your suppliers?
A. I'd say two and a half years, two years.
Q. And can you give me the time frame?
A. I don't know exactly when he started, offhand.
Q. Okay. Would he have started after Mr. Boyle became an employee?
A. No, prior.
Q. So that would have been prior to 2005?
A. Yes.
Q. Okay. Well, not necessarily. You told

me that Mr. Boyle became an employee in July of 2005.

So it's possible that Mr. Parsons could have become a supplier in 2005 also; is that right?

A. No --

Q. Sometime in the first six months?

A. Parsons was a supplier prior to the acquisition of the competition.

Q. Okay. Would he have been a supplier in 2004?

A. Possibly.

Q. Okay. Could he have been a supplier in 2003?

A. I'd have to check the records.

Q. All right. Was Mr. Parsons your only supplier?

A. No.

Q. How many suppliers did you have?

A. At various times, it's different numbers, but I mean, I'd say all told, we purchased from up to ten, twelve different companies.

Q. So while you were purchasing from Mr. Parsons, there would have been as many as ten or twelve other companies from whom you purchased

veneer?

A. I don't know how many at the time. I mean, it could be -- sometimes it could be three or four, sometimes it could be -- there's a range of suppliers up to, I would say, ten or twelve, but how many we were actually purchasing from at any given time, we'd have to look at records.

Q. Let me rephrase the question, make sure we're on the same -- so we understand each other.

Mr. Parsons had been a supplier for Edgemate from possibly as early as 2003 or 2004; is that correct?

A. Possibly.

Q. Okay. Are you more certain about 2004 than you are about 2003?

A. No. I'd have to check the records.

Q. All right. But your original answer to my question concerning Mr. Parsons' involvement with your company was that he was a supplier for as many as two to two and a half years?

A. I just know -- I recall that we were purchasing from Madison-Sanz at the time that we acquired the competition. And the acquisition date, as I recall, was around July of '05.

Q. Okay. And Madison-Sanz was a named

designation used by Mr. Parsons at that time?

A. Yes.

Q. So he was one of the suppliers that you used at the time you, as you state, purchased the competition?

A. Right.

Q. At the same time, there could have been as many as ten or twelve other suppliers, but that would vary from time to time?

A. Yes.

Q. Now, in purchasing veneer for remanufacture in your business, did your company publish any type of specifications for the species and so forth that you wanted from a particular supplier?

A. There's standard grades in the industry that are used in the identification of the species and grade that we're purchasing.

Q. Okay. How would you then purchase from one of your suppliers? What would you give them, a standard grade of, let's say pine, and expect them to deliver a grade commensurate with whatever the standard is in a pine species?

A. Yes. I mean, there's grades -- that's beyond my detail.

Q. Would that be something that's, let's say, an area of the business that would be better known by one of your purchasers?

A. Yes.

Q. And Mr. Lardieri, who is here today, might be able to answer that question?

A. Correct.

Q. In January or February of 2007, did you become aware that Forcey Lumber was purchasing veneer from Mr. Parsons to be delivered to your company?

A. I wasn't aware, no.

Q. Did you ever become aware that Forcey Lumber was purchasing veneer from Mr. Parsons for delivery to Edgemate?

A. No.

Q. So that if two purchases were made by Edgemate between January and February of veneer and paid to Forcey Lumber, you're not personally familiar with those transactions?

A. I just didn't -- I don't know who Forcey Lumber is buying their veneer from. I know that there's involvement -- a relationship between Forcey and Parsons, but how exactly they're transacting between themselves, I don't know. As

far as I understand, it was a no[illegible]l course of business with Joe Parsons.

Q. Would your purchasing agent be more familiar with the transactions between Parsons and Forcey Lumber?

A. I don't know.

Q. You don't know.

(Benjamin Exhibit Nos. 1 through 3 marked for identification, attached hereto.)

BY MR. NADDEO:

Q. Mr. Benjamin, I'm going to show you what has been marked as Exhibit 1, and which is a combination bill of lading and invoice pertaining to the purchase of certain veneer, raw veneer products, popular specifically, from Veneer Resources Group and ask you if you've ever seen either the bill of lading or the invoice prior to today?

MR. TALADAY: Just so we're clear on this, Exhibit 1 consists of two pages?

MR. NADDEO: Yes. Page 1 is the bill of lading and page 2 is the invoice.

THE WITNESS: No.

BY MR. NADDEO:

Q. I show you what has been marked as

Exhibit 2, which appears to be a bill of lading for veneer, consisting of cherry, cherry, maple and red oak, and an accompanying invoice for the same material. I'm going to ask you to look at that and tell me whether you've ever seen that prior to today?

A. No.

Q. I show you what has been marked as Exhibit 3, which appears to be a two-part exhibit, consisting of a bill of lading for ash veneer and an accompanying invoice for that veneer. If you'll please look at that and tell me whether you've ever seen that prior to today?

A. No.

Q. Now, again referring to Exhibit 1, the bill of lading, there is a signature at the bottom indicating that the veneer, which is the subject of this bill of lading, was apparently delivered to Edgemate on 2/23/07.

Am I interpreting that correctly?

A. Karla Keagy signed for it. I can't verify her signature.

Q. Is Karla Keagy an employee of Edgemate?

A. Yes.

Q. Was she an employee of Edgemate on

February 23r[illegible]2007?

A. Yes.

Q. Is she still an employee of Edgemate?

A. Yes.

Q. I'm going to ask you again to refer to Exhibit 2, which also appears to be signed by Karla Keagy, indicating receipt of that material by Edgemate on 2/23/07, and ask you if I'm reading that correctly?

A. Yes. Karla Keagy signed it, but I can't verify her signature.

Q. And with respect to Exhibit 3, would the same also be true? And by that I mean, Karla Keagy's signature is affixed to the bill of lading, indicating that the material was delivered to Edgemate on 2/23/07?

A. Karla Keagy's signature indicates that, but I can't verify her signature.

Q. All right. Now, Mr. Benjamin, are you familiar with what process takes place once the raw material, or the veneer, is delivered to Edgemate? What is the next step?

A. Next step after what?

Q. After it's received at your plant.

A. Well, it's unloaded and put in our

storage area. A, what's called receiver slip, is generated on our -- from our computers, and it's then put into stock.

Q. Okay. Is it graded at some point?

A. Yes.

Q. When does the grading take place?

A. Not until -- not until the -- not until the material is ready to be used.

Q. Do you know what the down time is between receipt of the material -- the average down time between receipt of the material and the grading process?

A. No.

Q. Would it be more than a week?

A. I don't know.

Q. Who would know that?

A. Our plant manager, and -- mainly the plant manager. I mean, it could be gotten from our records, when it's taken out of stock and when it's used, but, I mean, the plant manager and the scheduler control the processing -- process of the manufacturing.

Q. Okay. Your plant manager would be whom?

A. Jim Mortor.

Q. Was he the plant manager when the

delivery indicated in Exhibits 1, 2 a[illegible] was ostensibly made to your company, which would have been February of 2007?

A. Yes.

Q. How long had he been the plant manager prior to February of 2007?

A. I don't know offhand, but he was a reasonably new plant manager.

Q. He is a reasonably new plant manager?

A. He's been plant manager almost for two years now.

Q. Now, you mentioned that you would also have records of when the stock is taken out of storage and used for production.

A. Yes.

Q. And your company maintains those records?

A. In some form, yeah. I'm not personally familiar with those particular records, but I think within our data base, it's indicative.

Q. Who's in charge of those records?

A. Well, the I. T. Manager is the director of finance, Lisa White. She has the ultimate responsibility for the computer system.

Q. So Lisa White would be in charge of those records?

A. As far as them being on the computer, stored electronically.

Q. Now, Mr. Benjamin, I understand that you're most likely not out in the plant every day, you know, I guess working out the details of how things are produced, so if you don't know an answer, let's not speculate. But here, at this point, I understand that the product -- by that, the raw material -- comes into your plant, it's unloaded and it's stored. At some point it's taken out of storage and manufactured into sheets and bands.

A. Correct.

Q. Okay. And that could be a week, it could be two weeks or longer, you don't know?

A. Not -- I don't know on average, no.

Q. It's your belief -- again, it's my understanding -- that the material is graded when it's taken out of storage to be used.

A. That's the beginning of the manufacturing process.

Q. Right. And at that point, it's graded by somebody?

A. Correct.

Q. Do you know who does the grading?

A. We[illegible]e multiple graders.

Q. All right. Do you know how many graders you have?

A. We've had generally six in Pennsylvania, and the assistant face plant manager can do some grading.

Q. Well, I mean, I guess this grading takes place at the plant before the raw material is actually converted into the product that you manufacture, right?

A. Correct.

Q. So whoever does the grading would have to be somebody at the plant?

A. Correct.

Q. So you have six people at the plant who do grading, plus the plant manager?

A. Face plant manager.

Q. Face plant manager.

A. Up to six people.

Q. Okay. So that this material could be graded by any one of seven different people? And I keep the face plant manager, six plus him.

A. What material are you talking about?

Q. The material before it's used, the raw material, the veneer, that you purchased.

A. Are you talking about these three exhibits?

Q. No, I'm talking about veneer in general.

MR. TALADAY: In general.

THE WITNESS: What's your question?

BY MR. NADDEO:

Q. My question was, there could be as many as six to seven people who would grade at any given time in your plant; that would be the six graders, plus the face plant manager?

A. Grade raw veneer?

Q. Yes.

A. Correct.

Q. Now, is there any way to determine who graded the veneer which is the subject of the bills of lading and the invoices that we've identified as Exhibits 1, 2 and 3?

A. Yes.

Q. And where is that record kept?

A. I don't know.

Q. But there is a record of some kind?

A. Yes.

Q. And your company would have that record?

A. Yes.

Q. And you would be able to identify for me

exactly who graded the material that was purchased as a result of the invoices identified as Exhibits 1, 2 and 3 in this deposition?

A. I believe so, yes.

Q. Now, in order to grade veneer, does that require some type of special education or training?

A. Yes.

Q. Can you grade veneer?

A. No.

Q. Do you think there's any chance I could grade veneer?

A. No.

Q. The answer is no. Okay. So it's a special kind of expertise?

A. Yes.

Q. And it does require some training of some type?

A. Yes.

Q. Do you know what type of training your graders receive?

A. I can't specifically tell you the -- itemize the training that they receive. They receive training. It's specific training. I can't train them. There are people responsible

there to train them. It's an ongoing job. It's an ongoing improvement process.

Q. So is the training on-the-job training?

A. It's coaching, and then it's based upon coaching, followed up by supervision.

Q. Okay. As opposed to formal classes?

A. Correct.

Q. Right. You don't take your graders and send them to school?

A. No.

Q. You train them there at the plant?

A. Correct.

Q. And you train them by other experienced graders?

A. Correct.

Q. Okay. Is the grading process objective, or subjective?

MR. TALADAY: Do you understand the question there? We're used to talking about objective versus subjective.

MR. NADDEO: I don't want to --

THE WITNESS: I don't know.

BY MR. NADDEO:

Q. Objective. Let's talk about an objective. An objective standard would be me

taking a tape measuring the length of this table. That would be an objective standard.

A. Correct.

Q. Okay. A subjective standard would be me eyeballing this and trying to guess how long it is.

A. Correct.

Q. Now, is there some objective standard for grading this material, or is it a subjective process? And to maybe further explain, it's like beauty in the eyes of the beholder?

MR. TALADAY: I'm going to place an objection. I'm not sure that he said he knows the criteria they need to know to grade.

BY MR. NADDEO:

Q. My question is, obviously, if you know. If you don't know, you say you don't know.

A. To the extent of a macro answer, there are both subjective and objective determinations in grading.

Q. Okay. What are the objective standards?

A. The objective standards would be dimensionalization (sic), length and width.

Q. Size?

A. Size.

Q. When you order this material, you order it a certain length and a certain width, and that's objective, you can measure that?

A. I'm not talking about ordering material, I'm talking about grading material.

Q. Oh, okay, I'm sorry. So length and width is part of the grading process?

A. Correct.

Q. And that's objective, because it can be actually measured?

A. Correct.

Q. Okay. Now, what is the objective part of the grading -- or subjective, I'm sorry?

A. Subjective?

Q. Yes.

A. The subjective part would be the identification within the species of different flaws in the wood and colors and grains, et cetera.

Q. After the wood is graded, what type of notice do you give to the supplier if the wood is not up to your standard?

A. I don't give any notice.

Q. What do you do?

A. I don't do anything.

Q. Well --
A. **I don't grade the wood.**
Q. Okay. What does your company do? I'm sorry.
A. **Well, we have a procedure.**
Q. What is the procedure?
A. **If the wood is rejected, the vendor is notified, and a number of courses of action can take place.**
Q. Do you know what the time frame is between the grading and notification to the vendor?
A. **No. I don't know exactly, no. I assume it's short order.**
Q. And you say there's various types of actions. What are those various types of actions?
A. **Well, there's -- it starts out with rejection, whereby the specification of the order is not met. There are then options of downgrading the material to, for example, edging grade. And the third is the disposal of the material. And the fourth is the return of the material to the vendor.**
Q. Okay. You mentioned four. I only heard three. I missed the first one. You were kind

enough to let us visit your plant. We actually watched the operation. So let me go through this again.

When a material is graded and it doesn't meet specs, you say there's four options that can occur. I'm sorry, but I only heard three. What are the four options?

A. **Downgrade.**
Q. Downgrade means we go from facing material to banding material?
A. **Well, we go from sheet, or panel grade material, to continuous roll material.**
Q. Okay. All right. That's one option.
A. **Two -- can she repeat my answer?**

MR. TALADAY: I'll tell you what he said. Off the record.

(Discussion held off the record.)

BY MR. NADDEO:

Q. The question is, once you've graded the material and you've rejected it, I understand there are now four options for dealing with the rejected material.

Could you please explain to me the four options?

A. **I think there's three options.**

Q. All ri
A. **Downgrading -- downgrading the wood, disposing of the wood and returning the wood.**
Q. That's fine. Does the grader make the determination as to which option you use?
A. **No.**
Q. Who makes that determination?
A. **That's made between the combination of the face plant manager, assistant face plant manager, the purchasing agent, and the vendor.**
Q. All right. So the vendor is involved in this process in some manner?
A. **Correct.**
Q. How do you involve the vendor?
A. **Well, the first thing is that the rejected material is packaged and placed in an area for that particular vendor, rejects, so that that vendor has the opportunity to come in and look at it. If they choose to come in and look at it, then they look at it with either all three of those people, or one of those people, and it's actually the vendor's call as to what they want to do with it.**
Q. So the vendor can come in and say, "If you're not willing to downgrade," which means two

other options, goes in the chipper or it goes out the door someplace, it would be up to the supplier to say, "Put it in the chipper or I'll take it back"?

A. **Correct.**
Q. If you don't exercise option one, which is the downgrade.
A. **Correct. If they don't exercise option one. It's their decision.**
Q. Well, the downgrading would be your decision, wouldn't it?
A. **No.**
Q. That's also their decision?
A. **Their decision.**
Q. I'm sorry. So, actually, the supplier gets to participate in the various options?
A. **If it's rejected, from that point on, that vendor is responsible for its disposition. And there are three options.**
Q. In which he gets, the vendor gets, to participate?
A. **Correct.**

MR. TALADAY: Can we go off the record.

(Break in deposition taken.)

///

BY MR. NADDEO:

Q. Mr. Benjamin, what is the company's payment policy for supplies and materials, is it 15 days net, 30 days, 60 days, return mail? Is there a policy for paying the bills when they come in?

A. Well, each vendor has a unique set of terms.

Q. Are you personally familiar with the terms that you had with Mr. Parsons?

A. No.

(Benjamin Exhibit No. 4 marked for identification, attached hereto.)

BY MR. NADDEO:

Q. Mr. Benjamin, I show you what has been marked as Exhibit 4 and ask you if you've seen that letter prior to today?

A. No.

Q. So if I were to tell you that this letter from Mr. Parsons accompanied the invoices identified in Exhibits 1, 2 and 3, you couldn't verify that for me?

A. No.

Q. Okay. Do you know who in your company could verify that for me?

A. I would think Adam Lardieri and the finance department could.

Q. All right. Do you know whether a check was ever issued for the full amount of the invoices identified in Exhibits 1, 2 and 3? And by that I mean a check by Edgemate.

A. Issued?

Q. Yes.

A. What do you mean by "issued"?

Q. Was a check made out and sent to anybody?

A. There was a check that was prepared and voided.

Q. Okay.

A. But I don't know that it's for those particular invoices.

(Benjamin Exhibit No. 5 marked for identification, attached hereto.)

BY MR. NADDEO:

Q. Mr. Benjamin, I'm going to show you what has been marked as Exhibit No. 5 and ask you if you can identify what appears on that exhibit?

A. It's a check from Edgemate made out to Forcey Lumber.

Q. And the second part of that exhibit refers to certain specific invoices for which that

check was int[illegible]d to pay; is that correct?

A. Yes. But this is not the check that I referred to in the last answer.

Q. Okay. We'll go back to that. Would you please look at the invoices identified in Exhibits 1, 2 and 3 and confirm that they are the same invoices referenced in the check which has been marked Exhibit No. 5?

A. I can't.

Q. Invoice numbers are right here.

A. But I can't do that, because these are not re-invoices, and these are referenced as re-invoices. So I can't verify that this invoice No. 540 is invoice 540 re-invoice.

Q. Okay. Can you tell me who in your company could connect this check, if it connects, to these invoices?

A. It would be the finance director.

Q. That would be?

A. Lisa White.

Q. Would you agree that the amount of the check is the same as the amount of the three invoices identified as 1, 2 and 3?

A. I didn't notice.

MR. TALADAY: Are you going to ask him to

do the math?

MR. NADDEO: You can do them one by one.

MR. TALADAY: I'm sorry?

MR. NADDEO: You can do them one by one.

THE WITNESS: These are bills of lading.

BY MR. NADDEO:

Q. There are invoices with each bill of lading.

A. Where are they?

Q. Let's do it this way --

A. Okay. You want me to add these up?

MR. TALADAY: I think that what they're asking you to do --

THE WITNESS: If they're the same as that.

(Discussion held off the record.)

BY MR. NADDEO:

Q. They don't match?

A. They don't match.

Q. Mr. Benjamin, is this the first time you've ever seen the document identified as Exhibit 5?

A. No.

Q. All right. Is this your signature on the check?

A. Yes.
Q. And it's stamped "payment stopped"?
A. Yes.
Q. Do you know whether that check was ever delivered to Forcey Lumber Company?
A. No.
Q. No, it was not; or you don't know?
A. No, I don't know if it was delivered.
Q. Do you know whether Forcey Lumber attempted to negotiate the check?
A. To deposit it, cash it?
Q. Yes.
A. I don't know.
Q. Now, I believe in your answer to Forcey's complaint, you indicate that the check identified in Exhibit No. 5 was made, or delivered by mistake.

Do you recall that?

A. I don't recall the wording.
Q. Okay. Maybe you can ask your counsel to refresh your recollection with your answer.

MR. TALADAY: Do you know the specific paragraph of the answer.

MR. NADDEO: I'm doing it from memory, Matt. What paragraph are you looking at?

MR. TALADAY: It's 33.

(Discussion held off the record.)

BY MR. NADDEO:
Q. Let me rephrase the question. Mr. Benjamin, we went off the record briefly to give you an opportunity to review the answer filed by Edgemate in this case, correct?
A. I'm sorry?
Q. I'm sorry. We went off the record briefly to give you an opportunity to review the answer that Edgemate filed in this action, correct?
A. Yes.
Q. And specifically, we've asked you to refer to paragraph 33 of Edgemate's answer; is that correct?
A. Yes.
Q. Have you had an opportunity to review that paragraph?
A. I'm reading it now. Okay.
Q. Okay. Did you also have an opportunity to review plaintiff's allegation to which paragraph 33 was Edgemate's answer?
A. Yes.
Q. Would you agree that paragraph 33 of your

answer states, [illegible]rt, that, "to the contrary, the check was issued in error and payment was subsequently stopped"?
A. To the contrary?
Q. Yes. Where it says, "To the contrary, the check was issued in error and payment was subsequently stopped."
A. And what's the question?

MR. TALADAY: You're asking him is that what it says?

BY MR. NADDEO:
Q. Do you agree that's what your answer says?
A. Yes.
Q. What I would like to know is, what was the error for which the check was issued, what was the error?
A. The error was that the check was not offset by credits that were entitled to Edgemate.
Q. The check in question is dated 3/20/07; is that correct?
A. I believe that's the check, yes.
Q. To your knowledge, did your company purchase any veneer products from Joe Parsons after the purchases reflected in Exhibits 1, 2 and

3?
A. Well, the company never purchased any products from Joe Parsons.
Q. Okay. Did your company purchase any products from Mr. Parsons, or one of his companies, after the purchases evidenced in Exhibits 1, 2 and 3?
A. Not that I'm aware of.

(Benjamin Exhibit No. 6 marked for identification, attached hereto.)

BY MR. NADDEO:
Q. Would your company have records for the total amount of veneer purchased from Mr. Parsons, from the time he started as a supplier with your company until that relationship was terminated?
A. Again, we didn't purchase from Mr. Parsons, but we had -- we have records of purchases from Madison-Sanz, from Veneer Resources and from Forcey Lumber, all of which had some sort of association with Joe Parsons.
Q. All right. And you still have all those records?
A. We would, yes.
Q. Okay. So if I wanted to find out, or determine the total dollar amount, or volume

purchased from any one of the enti[illegible]hat you just mentioned, you would be able to provide that information?

A. Given select periods of time, yes.

Q. I'm going to show you what has been marked Exhibit 6 and ask you if you've ever seen that e-mail prior to today?

A. No.

Q. Would you agree that it appears to be an e-mail from Adam Lardieri to Madison-Sanz Limited, which you've already described, I believe, as one of the companies with which Mr. Parsons was associated?

A. Yes.

(Benjamin Exhibit No. 7 marked for identification, attached hereto.)

BY MR. NADDEO:

Q. Now, you mention that Mr. Parsons, and/or one of the companies with which he was associated, sold material, veneer, to Edgemate, Inc. In association with Forcey Lumber, to which Forcey Lumber had some type of connection?

A. I would say he attempted to.

Q. Do you know whether Forcey Lumber had been paid for any deliveries prior to the time

that you stopped the check which has -- prior to the time that Edgemate stopped the check identified as Exhibit 5?

A. I don't believe Edgemate has ever received delivery from Forcey Lumber.

Q. That wasn't my question. My question is: Had Edgemate paid Forcey Lumber for any deliveries prior to the date that the check identified as Exhibit 5 was stopped payment on?

A. Not directly, no.

Q. If prior checks -- by prior checks, prior to the check identified as Exhibit 5 -- had been issued by Edgemate to Forcey Lumber, would your company have copies of those checks?

A. I don't know.

Q. Do you keep copies of the checks?

A. I don't know how they retain them, whether they can go into the banking system and electronically print them out or not. I don't believe we have hard copies of the checks.

Q. Did Edgemate ever issue a purchase order directly to Forcey Lumber? It's not a trick question. You may not know that.

A. I don't know.

Q. That's --

A. I d[illegible]know, but I'm looking at Exhibit 7, which evidently is an Edgemate purchase order. I don't issue the purchase orders.

Q. I understand that, that's why I wanted to give you -- I guess that wasn't a fair question until you saw it.

You've had an opportunity to review what has been marked as Exhibit 7. Now that you've had an opportunity to review that Exhibit 7, can you tell me whether Edgemate has ever had an occasion to issue a purchase order directly to Forcey Lumber Company for veneer?

A. I can't personally, no.

Q. All right. Is it your testimony that you had nothing to do with the issuance of that particular purchase order? And by that, I'm referring to the purchase order marked as Exhibit 7.

A. I take the responsibility for it, but I delegated the authority to have it done, and I wasn't involved in it.

Q. Okay. When you say "delegated," did you tell somebody to purchase veneer from Forcey Lumber?

A. No, I delegate the purchasing policy.

Q. So the purchase order would have been issued by someone other than yourself?

A. Correct.

Q. And this purchase order would not have been issued at your direction?

A. Correct.

Q. Can you tell from the purchase order by whom it was issued? And "by whom," I mean the person employed by Edgemate who would have issued that purchase order.

A. Yes.

Q. And who issued the purchase order, please?

A. Adam Lardieri.

Q. Do you know whether the veneer which was the subject of the purchase order identified as Exhibit 7 was ever delivered to Edgemate?

A. To my understanding, there has never been any raw -- any veneer delivered to Edgemate by Forcey Lumber.

Q. Do you know whether Forcey ever purchased the lumber which was the subject of the purchase order identified as Exhibit 7?

A. I was told by Brant Forcey that he was in -- he had veneer in his custody that was to be

used to fill a certain purchase or[illegible]f which I never identified that purchase order before.

(Benjamin Exhibit No. 8 marked for identification, attached hereto.)

BY MR. NADDEO:

Q. Mr. Benjamin, I'm going to show you what has been marked as Exhibit 8 and ask you if you've ever seen this document prior to today's deposition?

A. No.

Q. Would you agree that -- I guess I'd call that a bill of lading.

A. I don't know what it is.

Q. Do you recall any conversations between you and Mr. Parsons concerning payment for the invoices identified in Exhibits, 1, 2 and 3 of your deposition?

A. I had discussions with Joe Parsons about payment. I can't relate them directly to those invoices, because I never saw those invoices. But there was discussion concerning payment of invoices, yes.

Q. Do you recall a discussion with Mr. Parsons whereby you agreed to deliver the check marked as Exhibit 5 to Forcey Lumber,

provided they would fill an open order for veneer on behalf of Edgemate?

A. No. I don't recall it in those terms, no.

Q. What terms do you recall?

A. There was discussion that, due to the fact that the Veneer Resources invoices that were requested to be paid by Joe Parsons to Forcey Lumber did not have offsets calculated against them, that the possibility exists that future purchases, or the next purchase from Forcey Lumber could be used to offset credits.

Q. And that was your understanding of the discussion with Mr. Parsons?

A. Yes.

Q. Did you ever have a discussion with Brant Forcey to that effect?

A. Yes.

Q. I think you've answered. If I'm being redundant, I apologize. Do you know whether Forcey Lumber ever actually went out and procured the veneer to fulfill the invoice identified as Exhibit 7 -- or not invoice, the purchase order identified as Exhibit 7?

A. I have no -- I have no reference or

understandi[illegible] them purchasing veneer, no.

Q. Okay. Did you read the plaintiff's complaint in this case?

A. Yes.

Q. Do you recall that one of the claims made by Forcey Lumbers is that they purchased -- that they filled the purchase order identified as Exhibit 7, but that the material, at your request, is being stored in their facility? Do you recall that claim? If not, we'll let you refresh your recollection.

A. No, we'll have to look at the --

Q. Okay.

(Discussion held off the record.)

BY MR. NADDEO:

Q. You've had a chance to review the plaintiff's complaint, correct?

A. Correct.

Q. Okay. And would you agree that the plaintiff, Forcey, contend that they filled the purchase order identified as Exhibit 7, or procured the veneer to deliver the material specified in the purchase order, No. 7, they contend they bought the veneer?

A. I think that they're contending that they

were going to supply Edgemate with veneer.

Q. Right.

A. And no understanding what they bought, how they got it, how they procured it, or any of that.

Q. My question is: In the complaint, they allege in their complaint that they did procure the veneer to satisfy the purchase order. I'm not asking you how they did it, I'm just saying that's what they alleged.

MR. TALADAY: What they're saying, Harry, is they thought you said you were going to pay the check.

THE WITNESS: I don't know what they're saying. I mean, they never filled any order in the first place, so why are they saying "additional order"?

MR. TALADAY: Can we go off the record a second?

(Discussion held off the record.)

BY MR. NADDEO:

Q. Mr. Benjamin, you've had an opportunity to, while we were off the record, review a portion of plaintiff's complaint?

A. Yes.

Q. Do you now understand that is the plaintiff's contention that, in return for issuing the check identified in Exhibit 5, that Forcey agreed to fill, or provide veneer to Edgemate in response to the purchase order identified as Exhibit 7?

A. I understand that contention. And it's not true.

Q. All right. Do you also understand that the plaintiff contends that one of plaintiff's representatives maintains that he had a conversation with you on April 16, 2007, at which time you directed Forcey to place the material that was purchased in response to the purchase order identified as Exhibit 7 at their warehouse?

A. I understand that contention. That's not true.

Q. It never happened. You never had a discussion with Brant Forcey on April 16th of '07?

A. I had a discussion. I didn't tell him what to do with anything.

Q. What did you tell him? Do you recall the conversation?

A. My recollection, the conversation was that he had a load of wood that he was -- that he

or his associate, Joe Parsons, had promised to deliver to Edgemate over the course of the previous week numerous times, and that my staff told me that it had never been received. And at a certain point in time, Brant told me that he had it in his possession.

Q. Okay. Did he tell you why it was still in his possession?

A. No.

Q. Did he tell you that it was still in his possession because Edgemate had not made good on the check that it promised to issue to his company?

A. No, because it -- no.

Q. Mr. Benjamin, I'd like to go back to Exhibit 6, which you have already indicated that you have never seen prior to today, correct?

A. Yes.

Q. Can you read the first sentence of that e-mail for me?

A. "Through today, I have credits totaling $23,398.34."

Q. Do you have any idea what credits are being referenced in that e-mail?

A. Yes. I think that it's credits

representing the rejects of Madison-Sanz that were on hand at that point in time at Edgemate.

Q. That e-mail is dated April 25th of 2007?

A. Correct.

Q. Now, is Edgemate asserting credits against Forcey for material delivered by Madison-Sanz?

MR. TALADAY: I'm going to object to the form of that question. I think that calls for a legal conclusion, but I will answer on the record that Edgemate is asserting credits against Parsons, who is the only agent that we dealt with for purposes of Madison-Sanz for Veneer Resources and/or any re-agencies that they had on behalf of Forcey.

MR. NADDEO: So the credits being assessed against Forcey relate to any entity with whom Mr. Parsons had an association?

MR. TALADAY: Agency.

MR. NADDEO: Any entity?

MR. TALADAY: Any entity for whom Mr. Parsons acted as an agent with regard to his dealings with Edgemate.

MR. NADDEO: Okay. I think we're saying the same thing. So that would include

Madison-Sanz, it would include Veneer Resources Group?

MR. TALADAY: Yes.

BY MR. NADDEO:

Q. Are there any other entities with which he was associated for which your company is asserting credits? That's not a legal conclusion, it's a factual question.

A. I'm only aware of Joe Parsons -- I'm personally aware of Joe Parsons being a/k/a Madison-Sanz, Veneer Resources and Forcey Lumber.

Q. Okay. Is it your understanding or belief that Joe Parsons has an ownership interest, or some other type of business relationship, with Forcey Lumber?

A. My only understanding was that his relationship transitioned from Madison-Sanz to Veneer Resources to Forcey Lumber was all the same thing.

Q. So it's your belief that Forcey Lumber, the identity of Forcey Lumber is also co-extensive with Madison-Sanz and Veneer Resources, they're all one in the same?

MR. TALADAY: Again --

MR. NADDEO: That's factual.

THE WITNESS: I don't --
BY MR. NADDEO:
Q. I'm asking --
A. I don't know what comprises their business structure. All I know is that Joe Parsons represented that the transition from Madison-Sanz to Veneer Resources to Forcey Lumber would all be the same.
Q. Were you aware at any time that Joe Parsons was having financial problems and unable to fill the orders made by Edgemate to Veneer Resources?
A. No.
Q. Did Joe Parsons ever indicate to you that he incurred the good graces of Forcey Lumber to purchase the veneer so that it could be delivered by Veneer Resources to Edgemate? I'm asking if he ever told you that.
MR. TALADAY: At what point in time, Jim?
BY MR. NADDEO:
Q. At any point in time, did Mr. Parsons ever indicate to you that he had used Forcey Lumber to purchase veneer so that Veneer Resources Group could comply with its purchase orders to Edgemate?

A. He did not directly talk to me, but indirectly, through my staff, he indicated that the transition from Madison-Sanz to Veneer Resources to Forcey Lumber would be the same, approved by my staff, because the transition from Madison-Sanz to Veneer Resources included the debit memos representing requested credits.
Q. Now, the credits which Edgemate is claiming against Mr. Parsons, and the various companies he claimed to represent, went from $23,398.34 in April of 2007 to $40,590.22, which is the amount indicated in your answer to plaintiff's complaint in October of 2007.
A. I missed the beginning of that.
Q. All right. That was long. That was a lousy question.
In April -- let's take it apart. In April of 2007, there is an e-mail from your purchasing agent to Joe Parsons indicating that the total credits due to Edgemate from Mr. Parsons, or any entity he represented, in the amount of $23,398.34, correct?
MR. TALADAY: Are you asking him to ascertain that that's his position, this is what the e-mail says?

BY MR. NADD
Q. That's what the e-mail says.
A. I still don't understand the question --
Q. All right.
A. -- if there's a question there.
Q. Well, I think there was a question there. I think I finally got a question in there. But at any rate, let's go back.
Mr. Lardieri is your purchasing agent. He would be the best person -- he would be the person most knowledgeable of whatever credits are due to the company, would he not?
A. He'd be one of them, yes.
Q. Okay. Now, according to Mr. Lardieri's e-mail, as of April 27, 2007, the credits owed to Edgemate by Joe -- it's directed to Joe Parsons -- was $23,398.34. That's according to Mr. Lardieri's e-mail.
MR. TALADAY: Let me put an objection to the question. I think Mr. Benjamin indicated that he had never seen this e-mail previously, therefore, he can't vouch for its contents.
That being said, if you understand the question, go ahead and answer.
THE WITNESS: I think I understand what

the goal was of this e-mail.
BY MR. NADDEO:
Q. Okay. What do you believe the goal of this e-mail to be?
A. This e-mail was a follow-up to the phone conference that was held -- which I was part of, I believe -- at which time the problem occurred that the question was asked, what are the total credits due Edgemate by the combination of Madison-Sanz, Veneer Resources and now Forcey Lumber.
Q. Okay.
A. The answers -- the answer was that, we have, up to this point, inspected a certain amount -- graded, I'm sorry, graded a certain amount of the wood received, and we have in the reject area an amount totaling $23,398.34. Additionally, we have another 609,000 square feet of wood delivered to us by a combination of Madison-Sanz, Veneer Resources, which has not been graded.
In an effort to come up with a solution to the problem as to how do we get credits, how do we get our credit issue resolved immediately, vis-a-vis the Forcey relationship with Parsons, we tried to come up with a total -- estimated total

of what the credits would be. [illegible]e came up with a factor that said that, in general, Madison-Sanz, Veneer Resources' deliveries to Edgemate had a net reject rate, taking into account downgrading of 40 -- of 60 -- of 40 percent, so that everything delivered by Joe Parsons and his associated companies, had a net successful grade -- or a net success of 60 percent.

Now, this e-mail is effectively a typo, because this should be the denominator rather than the multiplier of a factor, so that what we're trying to do is say, of the balance remaining, the 609,000 square feet we were willing to assume that under the same conditions as we historically experienced, that 40 percent would be rejected. We then would attempt to make that 40 percent into a numeric number of dollars and come up with a total dollars of credits that are owed, both graded and non-graded, in an effort to resolve the matter right now.

(Benjamin Exhibit No. 9 marked for identification, attached hereto.)

BY MR. NADDEO:

Q. Mr. Benjamin, I'm going to show you what has been marked as Exhibit 9 and ask you if you've

ever seen the documents which appear in that exhibit.

A. No, I haven't seen any of this.

Q. Now that you've had an opportunity to review it, do you have any idea what that exhibit is intended to represent?

A. I can't speak for what it is. I don't even see a date on it. I think you'd have to speak to the author.

Q. That would be Mr. Lardieri?

A. That's what it indicates.

(Benjamin Exhibit No. 10 marked for identification, attached hereto.)

BY MR. NADDEO:

Q. Mr. Benjamin, I'm going to present you what has been marked as Exhibit 10 and represent that it is a copy of Exhibit A which was attached to your answer to plaintiff's complaint and ask if you recognize that.

A. Yes.

Q. And that exhibit indicates that the total credits claimed by Edgemate against the plaintiff in this case is $40,000 -- I can't read it --

MR. TALADAY: 590.22.

///

BY MR. NADDEO:

Q. Do you know, or can you tell me how those credits grew from $23,000 back in April of 2007 to $40,590.22?

A. Yes.

Q. And that was from additional grading of material that you had from Mr. Parsons, or one of his associated or affiliated companies?

A. Yes.

Q. And in every case, was Mr. Parsons contacted and given an opportunity to participate in the grading and do the material?

A. Generally the vendors don't participate in the grading. If they are on site that day for one reason or another, the grading operation is open to them at all times, but generally they're more concerned in visualizing -- personally visualizing the reject.

Q. Then let me rephrase the question. Was Mr. Parsons contacted and provided an opportunity to review the rejects?

A. I can't answer that.

Q. Do you know who could answer that?

A. I believe Adam Lardieri. And/or Chaz Boyle.

Q. Did any of your employees report to you the results of the inspection that took place at your plant --

MR. TALADAY: Let him finish the question.

THE WITNESS: Okay.

BY MR. NADDEO:

Q. I'll rephrase. You're aware that an inspection was made of some of the veneer that you were warehousing at your plant at the request of the plaintiff in this case?

A. Yes.

Q. And I believe Mr. Lardieri was one of the representatives that participated in that inspection on behalf of Edgemate.

A. I wasn't present.

Q. You don't know whether he was there or not?

A. I wasn't present. I believe he was there, but I wasn't present.

Q. Did your employees report to you concerning what transpired as a result of that inspection?

A. Yes.

Q. Were you aware that one of the pallets

for which you are seeking a credi[illegible]ctually still in your plant?

A. Yes.

Q. And that you asked for a credit for that pallet of $5,802.24?

A. That's correct.

Q. Was that one of the pallets that was offered, I don't know -- was that pallet part of the material that was offered to Forcey when it was proposed that Forcey take back -- which would be one of the options -- material that it had supplied to your company?

A. Yes.

Q. Okay. And is it still there, that pallet?

A. Yes.

Q. Were you made aware that that pallet had been mislabeled? Did you know that?

A. My understanding, it was not mislabeled, no.

Q. Okay.

A. It may have been mislabeled by Joe Parsons, but it wasn't mislabeled by us.

Q. Okay. Time out.

A. Was misrepresented.

Q. Let me rephrase that. Were you aware that the pallet was mislabeled by somebody?

A. I'm aware that it was misrepresented by Joe Parsons as rift red oak, and it was, in effect, flat cut red oak.

(Deposition concluded at 12:31 p.m. Signature was not waived.)

E R R A T A

I, HARRY K. BENJAMIN, have read the foregoing deposition given by me on April 30, 2008, taken in the case of Forcey Lumber versus Edgemate, Inc.

This deposition should be corrected as follows:

PAGE LINE ERROR/AMENDMENT AND REASON:

Subject to these corrections, my testimony reads as given by me in the foregoing.

Signed this_____ day of_____, 2008.

_____

Harry K. Benjamin

COMMONWEALTH OF PENNSYLVANIA)
)
COUNTY OF _____)

On this, the _____ day of _____, 2008, before me as a Notary Public, the undersigned officer, personally appeared Harry K. Benjamin known to me to be the person whose name is subscribed to the within instrument, and acknowledge that Harry K. Benjamin executed the same for the purposes therein contained.

In witness whereof, I have hereunto set my hand and official seal.

My Notary Commission Expires:

_____

Notary Public

COMMONWEALTH OF PENNSYLVANIA)
)
COUNTY OF ARMSTRONG

I, Susanna Englert, Notary Public within and for the Commonwealth of Pennsylvania, do hereby certify that before the taking of his deposition, the said deponent, HARRY K. BENJAMIN, was by me first duly sworn to testify to the truth, the whole truth, and nothing but the truth, and that the above deposition was recorded in stenotype by me and reduced to typewriting under my direction.

I further certify that the reading and signing of the transcript of this deposition were not waived by the deponent and by counsel for the respective parties and that the said deposition constitutes a true record of the testimony given by the said deponent.

I further certify that I am not a relative or employee or attorney or counsel or financially interested directly or indirectly in this action.

I further certify that the said deposition was taken before me at the time and place specified in the notice.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal of office at Kittanning, Pennsylvania, on May 15, 2008.

Susanna C. Englert

SUSANNA C. ENGLERT
NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Susanna C. Englert, Notary Public
City of Altoona, Blair County
My Commission Expires Apr. 17, 2010

ASAP COURT REPORTING
1-866-38-COURT

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BILL OF LADING

#540

Veneer Resources Group

P.O. Box 1756 Jamestown, NC 27282
Phone: (556) 884-5982 Fax: (556) 554-5953

Date: 2-22-20 07 PO# PO01910

Shipper	Consignee
Veneer Resources Group	Edgemate
14-B N. Robbins Street	333 Closson Road
Thomasville, NC 27360	Roaring Springs, PA 16673

Pallet #	Specie	Footage	Spec #	Price
289644	Poplar	39,657'	15	.14
287650	Poplar	38,896'	15	.14

Shipper Certification:

Shipper Signature: Veneer Resources Date 2-22-2007

Received By: Paula Kaag Date 2-23 2007

EXHIBIT 1
WIT: H. Benjamin
DATE: 4-30-08
ASAP Court Reporting

Veneer Resources Group LLC.

Invoice

Veneer Resources Group LLC.
P O Box 1736
Jamestown, NC 27282

(336) 884-3962

DATE	INVOICE #
02/22/2007	540
TERMS	DUE DATE
2%- Net 10	03/04/2007

BILL TO
Edgemate, Inc
PO Box 72
Roaring Springs, PA 16673

SHIP TO
Edgemate, Inc
333 Closson Rd
Roaring Springs, PA 16673

SHIP VIA	P.O. Number
MSL	PO01910

Service	Description	Amount	Rate	Total
Poplar:Spec 15	- 289644	39657	0.14	5,551.98
Poplar:Spec 15	- 289650	38896	0.14	5,445.44

SUBTOTAL	$10,997.42
DISCOUNT (2%)	$ -219.95
TOTAL	$10,777.47

REMIT TO:
Forcey Lumber, Inc.
2020 Shiloh Rd
Woodland PA 16881

BILL OF LADING

541

Veneer Resources Group

P.O. Box 1736 Jamestown, NC 27282
Phone: (336) 884-5982 Fax: (336) 884-3985

Date: 2-22-20

PO# P0001861

Shipper

Veneer Resources Group

14-B N. Robbins Street

Thomasville, NC 27360

Consignee

Edgemate

333 Closson Road

Roaring Springs, PA 16673

Pallet #	Specie	Footage	Spec #	Price
310558	Cherry	37816	10	.19
310559	Cherry	48516	10	.19
310404	Maple	26160	15	.135
310627	Red Oak	45476	10	.105

Shipper Certification:

Shipper Signature: Veneer Resources Date 2-22-2007

Received By: Karla Keagy Date 2-23-2007

EXHIBIT 2
WIT: H. Benjamin
DATE: 4-30-08

Veneer Resources Group LLC.

Invoice

eneer Resources Group LLC.
P O Box 1736
Jamestown, NC 27282

(336) 884-3982

DATE	INVOICE #
02/22/2007	541
TERMS	DUE DATE
2%- Net 10	03/04/2007

BILL TO	SHIP TO
Edgemate, Inc PO Box 72 Roaring Springs, PA 16673	Edgemate, Inc 333 Glosson Rd Roaring Springs, PA 16673

SHIP VIA	P.O. Number
MSL	PO01861

Service	Description	Amount	Rate	Total
Cherry:Spec 10	- 310558	37216	0.19	7,071.04
Cherry:Spec 10	- 310559	48516	0.19	9,218.04
Maple:Spec 15	- 310404	26180	0.135	3,534.30
ed Oak:Spec 10	- 310627	45475	0.105	4,774.98

SUBTOTAL	$24,598.36
DISCOUNT (2%)	$ -491.97
TOTAL	$24,106.39

REMIT TO:
Forcey Lumber, Inc.
2020 Shiloh Rd
Woodland PA 16881

BILL OF LADING

1547

Veneer Resources Group

P.O. Box 1756 Jamestown, NC 27282
Phone: (336) 884-5952 Fax: (336) 884-5953

Date: 2-22-2007 PO# P0001981

Shipper

Veneer Resources Group

14-B N. Robbins Street

Thomasville, NC 27360

Consignee

Edgemate

333 Closson Road

Roaring Springs, PA 16673

Pallet #	Specie	Footage	Spec #	Price
36-2217	Ash	39617	10	.11

Shipper Certification:

Shipper Signature: Veneer Resources Date 2-22-2007

Received By: Karla Kagy Date 2-23-2007

EXHIBIT 3
WIT: A. Benjamin
DATE: 4-30-08
ASAP Court Reporting

Veneer Resources Group LLC.

Invoice

Veneer Resources Group LLC.
P O Box 1736
Jamestown, NC 27282

(336) 884-3982

DATE	INVOICE #
02/22/2007	547
TERMS	DUE DATE
2%- Net 10	03/04/2007

BILL TO
Edgemate, Inc PO Box 72 Roaring Springs, PA 16673

SHIP TO
Edgemate, Inc 333 Grosson Rd Roaring Springs, PA 16673

SHIP VIA	P.O. Number
MSL	POOO1981

Service	Description	Amount	Rate	Total
Ash:Spec 10	VRG-2217	39617	0.16	6,338.72

SUBTOTAL	$6,338.72
DISCOUNT (2%)	$ -126.77
TOTAL	$6,211.95

REMIT TO:
Forcey Lumber, Inc.
2020 Shiloh Rd
Woodland PA 16881

Veneer Resources Group
P O Box 1736
Jamestown NC 27282
Phone Number 336-884-3982
Fax Number 336-884-3983

Message:

To:	Edgemate, Inc	From:	Joe Parsons
CC:	Accounting Dept.	Date:	04-05-07

To Whom It May Concern,

In regards to Veneer Resources Group invoices 540, 541, 547, these invoices are Payable and remit to Forcey Lumber , Inc. as stated at the bottom of the invoice.

Thank You

Joe Parsons

EXHIBIT 4
WIT: H. Benjamin
DATE: 4-30-08
ASAP Court Reporting SC

Exhibit "C"

006719

EDGEMATE, INC.
P.O. BOX 72
ROARING SPRING, PA 16673

M&T Bank
All the bank you'll ever need.
60-295/313

CONTROL NO. 5740

DATE 3/20/2007

AMOUNT $41,749.54

FORTY-ONE THOUSAND SEVEN HUNDRED FORTY-NINE AND 54/100 US$

PAY EXACTLY AS WRITTEN
US FUNDS

Forcey Lumber Company, Inc.
2020 Shiloh Road
Woodland, PA 16881
USA

⑈006719⑈ ⑆031302955⑆ 8892643878⑈ ⑈0004174954⑈

NS
10-07
LC

13753881
172007
1000040 FRB-PHILA
T=1900 TRC=1900 PR=30

[redacted]
-PHILA
=5533 TRC=5611

04/28/2007 THRU 10-19

04/02/2007

SUBSEQUENT COLLECTING BANK USE ONLY

FOR DEPOSITORY BANK USE ONLY

YOUR ENDORSEMENT IN THE ABOVE AREA ONLY
DO NOT SIGN, WRITE OR STAMP BELOW THIS LINE

14618465

BYD

Forcey Lumber Co., Inc.

EXHIBIT 5
WIT: H. Benjamin
DATE: 4-30-08
ASAP Court Reporting SCo

VENDOR Forcey Lumber Company, Inc. NO. 000719

OUR REF. NO.	YOUR INVOICE NO.	INV. DATE	INVOICE AMOUNT	AMOUNT PAID	DISCOUNT TAKEN
	03/20/2007 1 ******		Total Check Amount	$41,749.54	******
eck No : 6719	541 Reinvoice	2/22/2007	$24,598.36	$24,598.36	$0.00
V012929	540 Reinvoice	2/22/2007	$10,997.42	$10,997.42	$0.00
V012930	547/555 reinvoi	2/22/2007	$6,153.76	$6,153.76	$0.00
2931					

Brant M. Forcey

From: Madison Sanz Ltd [msl644@northstate.net]
Sent: Wednesday, April 25, 2007 3:11 PM
To: brant@forceylumber.com
Subject: [Fwd: credits]

untitled-2.htm (2 KB)

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

Subject: credits
From: "Adam Lardieri" <ALardieri@edgemate.com>
Date: Wed, April 25, 2007 2:40 pm
To: "Madison Sanz Ltd" <msl644@northstate.net>

Joe,

Through today, I have credits totaling $23,398.34. The paperwork is done for those. We still have 609,000 SF of material that has not been looked at yet. The total amount of wood that has been brought in since we started doing these credits has a rejection rate of about 1.4%. It will probably take another month to look at everything so instead of dragging it out I am asking if we can take 1% of the addition 600,000 SF and consider it a $6,000 credit on its own. Anything that is credited in full all ready will be shipped back to you when we receive the credit. Please let me know if this is acceptable to you and I will be able to finish the process immediately.

Thanks,

Adam

EXHIBIT 6
WIT: A. Benjamin
DATE: 4-30-08
ASAP Court Reporting SCe

EDGEMATE

Purchase Order

Edgemate, Inc.
Roaring Spring Plant
333 E. Closson Road
Roaring Spring, PA. 16673 USA
Tel: 814-224-5137 Fax: 814-224-2534

Order Number	Order Date	Page
P002006	02-27-07	

Ordered From : Forcey Lumber Company, Inc.
2020 Shilch Road
Woodland PA 16881
USA

Ship To : Edgemate, Inc.
333 Closson Road
Roaring Spring, PA 16673
USA

All monetary values expressed in : US DOLLAR

Buyer	Terms	Acknowledge	F O B	Ship Via
ALARDIER	1.0%/10 days, Net 3		DESTINATION	MOST ECONOMICAL

Line No	Order Qty / Blanket Type	Our Item Number / Description / Comments	Your Item Number	Warehouse / Unit Price	Request Date / Unit Measure	Extended Price	Change / Cancel
001	50,000	1200074 RV EMD SPEC DOOR CHERRY F/C 1/42 7 FT.		0.1550	4/16/2007 SF	7,750.00	
002	80,000	1200049 RV EMD SPEC 15 DOOR MAPLE F/C 1/42 7 FT. SPECIAL EDGEMATE GRADE DOOR		0.1350	4/16/2007 SF	10,800.00	
003	50,000	1200047 RV EMD SPEC DOOR OAK RED F/C 1/42 7 FT. SPECIAL EDGEMATE GRADE DOOR COMBINATION OF QTRS AND HEARTWOOD.		0.1100	4/16/2007 SF	5,500.00	
004	28,000	1200220 RV ABP SPEC 10 WHT OAK RIFT 1/42 8 FT AB GRADE PANEL		0.2200	4/16/2007 SF	6,160.00	
005	40,000	1200219 RV ABP SPEC 10 WHT OAK 1/42 8 FT. AB GRADE PANEL		0.1400	4/16/2007 SF	5,600.00	

ATTN: TERRY
FAX: 814-857-7298

PO P002006 TOTAL IN US DOLLARS **35,810.00**

EXHIBIT 7
WIT: H. Benjamin
DATE: 4-30-08
ASAP Court Reporting SCC

THIS SHIPPING ORDER must be legibly filled in, in ink, in indelible pencil, or in Carbon, and retained by the Agent.

RECEIVE, subject to the classifications and tariffs in effect on the date of issue of this Shipping Order.

(Name of Carrier) Carrier's No.

From ATLANTIC VENEER CORPORATION

BEAUFORT NC 28516 USA

Pur. Order No.

4/16/07

Shipper's No. 41919

The property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated below, which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its route, otherwise to deliver to another carrier on the route to said destination. It is agreed, as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Straight Bill of Lading and tariffs (1) in Uniform Freight Classification in effect on the date hereof, if this is a rail or a rail-water shipment, or (2) in the applicable motor carrier classification or tariff if this is a motor carrier shipment. Shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of lading, including those on the back thereof, set forth in the classification or tariff which governs the transportation of this shipment, and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

Consigned to Edgenate

Destination Roaring Springs, Pa. State 16673 County

(MAIL OR STREET ADDRESS OF CONSIGNEE – FOR PURPOSES OF NOTIFICATION ONLY)

Route Delivery Address 333 Clover Rd

(TO BE FILLED IN ONLY WHEN SHIPPER DESIRES AND CONTRACT TERMS PROVIDE FOR DELIVERY THEREAT)

Delivering Carrier Car or Vehicle Initials PT 814 Car No. 224-5975

NO. PACKAGES	KIND OF PACKAGE, DESCRIPTION OF ARTICLES, SPECIAL MARKS, AND EXCEPTIONS	*WEIGHT (SUBJECT TO COR.)	CLASS OR RATE	CHECK COLUMN
8	Pallets of Veneer	20,008		
	Picked up at Company Truck			

Subject to Section 7 of Conditions of applicable bill of lading, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement.

The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

(Signature of Consignor)

If charges are to be prepaid, write or stamp here, "To be Prepaid."

Received $ to apply in prepayment of the charges on the property described hereon.

Agent or Cashier

Per (The signature here acknowledges only the amount prepaid.)

Charges Advanced: $

C. O. D. SHIPMENT

C. O. D. Amt.

Collection Fee

Total Charges

*If the actual value of the property is stated in writing by the shipper at a specific lump sum, the amount so stated shall be the maximum value on which the carrier's liability for loss or damage shall be computed, whether the loss occurs between two ports by a carrier by water, the law requires that the bill of lading shall state whether it is carrier's or shipper's weight. NOTE – Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property. The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding

per Wayne

The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

I certify that the above named articles are properly classified, described, packaged, marked and labeled, and are in proper condition for transportation, according to the applicable regulations of the Department of Transportation.

ATLANTIC VENEER CORPORATION
P O BOX 660
BEAUFORT NC 28516 USA

Shipper per Bruce Owen

Agent Terrell Jones

(Permanent post-office address of shipper)

Agent must detach and retain this Shipping Order and must sign the Original Bill of Lading.

EXHIBIT 8
WIT: H. Benjamin
DATE: 4-30-08
ASAP Court Reporting

333 Closson Road, Roaring Spring, PA 16673 Fax: 814-224-2534
E-mail: www.aladrieri@edgemate.com Phone: 814-224-5717

Edgemate, Inc.

Fax

To: Brant	**From:** Adam Lardieri
Fax: 814-857-7298	**Pages:**
Phone:	**Date:**
Re:	**CC:**

☐ **Urgent** ☐ **For Review** ☐ **Please Comment** ☐ **Please Reply** ☐ **Please Recycle**

• Comments:

Brant,

The sheets with the V.R. heading are the credits that Joe has all ready agreed to pay for. The Edgemate sheets are the credits that have accumulated after Joe stopped sending confirmation of our credits. This is up to date as of the end of last week.

8916.42

Approved

EXHIBIT 9
WIT: H. Benjamin
DATE: 4-30-08
ASAP Court Reporting SCe

2,595.68 +
1,885.94 +
475.16 +
1,456.02 +
142.72 +
149.76 +
1,195.04 +
603.92 +
199.08 +
4,264.80 +
1,022.90 +
475.16 +
1,852.16 +
728.50 +
1,103.32 +
151.04 +
312.50 +
017.....
18,613.70 *

Edgemate, Inc.
333 E. Closson Road
Roaring Spring, PA. 16673
814.224.5747 fax 814.224.2314

Debit Memo No. 4/10/07

Debit Memo

Supplier

Name	Veneer Resources - Joe Parsons
Address	14 - B North Robbins Street
City	Thomasville State NC ZIP 27360
Phone	336-476-3866 Fax 336-472-0239

Date	4/10/2007
Order No.	
Invoice No.	
Invoice dated	

Qty	Description	Unit Price	TOTAL
14,458	Hickory 10 Spec 8' AB Panels Vendor Pallet #310410 Edgemate Pallet #01897	$0.160	$2,313.28
2824	Cherry 10 Spec 8' AB Panels Vendor Pallet #310558 Edgemate Pallet #01898	$0.10	$282.40

Pallet # 310558

SubTotal	$2,595.68
Other credits	$0.00
Currency	US Dollars
TOTAL CREDIT	$2,595.68

Comments:

"Expect the Best"

Veneer Resources Group LLC.

Veneer Resources Group LLC.
P O Box 1736
Jamestown, NC 27282

(336) 884-3982

Credit Memo

DATE	CREDIT #
03/21/2007	581 credit

3pr Adam- FYI

RECEIVED MAR 2 2 2007

CREDIT TO	SHIP TO
Edgemate, Inc PO Box 72 Roaring Springs, PA 16673	Edgemate, Inc 333 Closson Rd Roaring Springs, PA 16673

Ref Inv.#
541

Service	Description	Amount	Rate	Total
Cherry:Spec 10	• 310559	9926	0.19	1,885.94

17512

CHECKED BY: DUE DATE: credit
APPROVAL: TAX
VOUCHER NUMBER: VU 3022 AMOUNT: 1885.94

2012. 102-00

TOTAL CREDIT	$1,885.94

Veneer Resources Group LLC.

Veneer Resources Group LLC.
P O Box 1736
Jamestown, NC 27282

(336) ~~884-3982~~

3/23 Adam pg 2

Credit Memo

DATE	CREDIT #
03/22/2007	589 credit

RECEIVED MAR 2 3 2007

CREDIT TO	SHIP TO
Edgemate, Inc PO Box 72 Roaring Springs, PA 16673	Edgemate, Inc 333 Closson Rd Roaring Springs, PA 16673

Ref Inv.#
540

Service	Description	Amount	Rate	Total
Poplar:Spec 15	• 289644	3394	0.14	475.16

17512

CHECKED BY	DUE DATE
	credit
	APPROVAL / TAX
VOUCHER NUMBER: V013053	AMOUNT: 475.16

2012.102.00

TOTAL CREDIT	$475.16

FAXED

Edgemate, Inc.
333 E. Closson Road
Roaring Spring, PA. 16673
814.224.5747 fax 814.224.2314

Debit Memo No. 4/9/07

Debit Memo

Supplier

Name	Veneer Resources - Joe Parsons
Address	14 - B North Robbins Street
City	Thomasville State NC ZIP 27360
Phone	336-476-3866 Fax 336-472-0239

Date	4/9/2007
Order No.	
Invoice No.	
Invoice dated	

Qty	Description	Unit Price	TOTAL
2,053	Hickory 15 Spec Door Length Vendor Pallet #7022102 Edgemate Pallet #01767	$0.140	$287.42
7264	Walnut 10 Spec 8' AB Panels Vendor Pallet #310687 Edgemate Palelt #01796	$0.10	$726.40
6803	Maple 15 Spec Door Length Vendor Pallet #310404 + Edgemate Pallet #01790	$0.065	$442.20 +

SubTotal	$1,456.02
Other credits	$0.00
Currency	US Dollars
TOTAL CREDIT	$1,456.02

Comments:

"Expect the Best"

Not on list

Edgemate, Inc.
333 E. Closson Road
Roaring Spring, PA. 16673
814.224.5747 fax 814.224.2314

Debit Memo No. 4/2/07

Debit Memo

Supplier

Name: Veneer Resources - Joe Parsons
Address: 14 - B North Robbins Street
City: Thomasville State: NC ZIP: 27360
Phone: 336-476-3866 Fax: 336-472-0239

Date: 4/2/2007
Order No.:
Invoice No.:
Invoice dated:

Qty	Description	Unit Price	TOTAL
3,811	Poplar 15 Spec Door Length Vendor Pallet #289650 Edgemate Pallet #01746 Purple lines, large dark lines and holes	$0.140	533.54
		SubTotal	$0.00
		Other credits	
		Currency	US Dollars
		TOTAL CREDIT	$0.00

Comments:

"Expect the Best"

333 Closson Road, Roaring Spring, PA 16673 Fax: 814-224-2534
E-mail: www.alardieri@edgemate.com Phone: 814-224-5717

Edgemate, Inc.

Fax

To:	Brant	**From:**	Adam Lardieri
Fax:	814-857-7288	**Pages:**	
Phone:		**Date:**	
Re:		**CC:**	

☐ **Urgent** ☐ **For Review** ☐ **Please Comment** ☐ **Please Reply** ☐ **Please Recycle**

• **Comments:**

Brant,

The sheets with the V.R. heading are the credits that Joe has all ready agreed to pay for. The Edgemate sheets are the credits that have accumulated after Joe stopped sending confirmation of our credits. This is up to date as of the end of last week.

8916.42

Approved.

Veneer Resources Group LLC.

Veneer Resources Group LLC.
P O Box 1736
Jamestown, NC 27282

(336) 884-3982

RECEIVED FEB 27 2007

Credit Memo

DATE	CREDIT #
02/27/2007	562 credit

CREDIT TO	SHIP TO
Edgemate, Inc PO Box 72 Roaring Springs, PA 16673	Edgemate, Inc 333 Closson Rd Roaring Springs, PA 16673

Ref Invoice #
526

Service	Description	Amount	Rate	Total
Red Oak:Spec 1	• 310416	3568	0.04	142.72

PO# 186

2/27
ADAM,
FYI

17512

CHECKED BY: lm
DUE DATE: Credit
APPROVAL:
TAX:
VOUCHER NUMBER: V012418
AMOUNT: 142.72

2012.10200

X

3184 FF

TOTAL CREDIT $142.72

RECEIVED MAR 0 2 2007

Veneer Resources Group LLC.

Veneer Resources Group LLC.
P O Box 1736
Jamestown, NC 27282

(336) 884-3982

Credit Memo

DATE	CREDIT #
03/02/2007	565

Adjm 3/12 pyt

CREDIT TO	SHIP TO
Edgemate, Inc PO Box 72 Roaring Springs, PA 16673	Edgemate, Inc 333 Closson Rd Roaring Springs, PA 16673

Ref Invoice #
526

Service	Description	Amount	Rate	Total
Red Oak:Spec 15	• 310420	3744	0.04	149.76

3/29 Y=H

17512

CHECKED BY: lm
DUE DATE: credit
APPROVAL:
TAX: W
VOUCHER NUMBER: 1012549
AMOUNT: 149.76

2012 102:00

Return Rec'd

TOTAL CREDIT $149.76

Veneer Resources Group LLC.

Veneer Resources Group LLC.
P O Box 1736
Jamestown, NC 27282

(336) 884-3982

Credit Memo

DATE	CREDIT #
03/02/2007	564

3/7 Adam pay.

RECEIVED MAR 0 2 2007

CREDIT TO	SHIP TO
Edgemate, Inc PO Box 72 Roaring Springs, PA 16673	Edgemate, Inc 333 Closson Rd Roaring Springs, PA 16673

Ref Invoice #
525

Service	Description	Amount	Rate	Total
Hickory:Spec 10	• 310408	7469	0.16	1,195.04

3/20 EH

17512

CHECKED BY | DUE DATE: credit
APPROVAL | TAX
VENDOR NUMBER: V01259 | AMOUNT: $1195.04

2012.102.00

TOTAL CREDIT $1,195.04

Veneer Resources Group LLC.

Veneer Resources Group LLC.
P O Box 1736
Jamestown, NC 27282
(336) 884-3982

Credit Memo

DATE	CREDIT #
03/05/2007	567 credit

RECEIVED MAR 0 6 2007

CREDIT TO	SHIP TO
Edgemate, Inc PO Box 72 Roaring Springs, PA 16673	Edgemate, Inc 333 Closson Rd Roaring Springs, PA 16673

PO #

Ref # 526

Service	Description	Amount	Rate	Total
Cherry:Spec 15	- 310407	9291	0.065	603.92

17512

CHECKED BY	DUE DATE
	credit
	APPROVAL / TAX
VOUCHER NUMBER: V012606	AMOUNT: 603.92

2012 . 102 00

3/20/07

TOTAL CREDIT $603.92

Veneer Resources Group LLC.

Veneer Resources Group LLC.
P O Box 1736
Jamestown, NC 27282

(336) 884-3982

Credit Memo

DATE	CREDIT #
03/05/2007	568 credit

RECEIVED MAR 0 6 2007

3/6 Adam - PYT

CREDIT TO	SHIP TO
Edgemate, Inc PO Box 72 Roaring Springs, PA 16673	Edgemate, Inc 333 Closson Rd Roaring Springs, PA 16673

PO #

Ref # 526

Service	Description	Amount	Rate	Total
Red Oak:Spec 15	• 310408	4977	0.04	199.08

1752

CHECKED BY

DATE PAID: credit

APPROVAL

VOUCHER NUMBER: V012607

AMOUNT: 199.08

2012. 102.00

3/20 JH

TOTAL CREDIT $199.08

Veneer Resources Group LLC.

Veneer Resources Group LLC.
P O Box 1736
Jamestown, NC 27282

(336) 884-3982

3/9
Adam
FYI

RECEIVED MAR 0 9 2007

Credit Memo

DATE	CREDIT #
03/08/2007	572 credit

CREDIT TO	SHIP TO
Edgemate, Inc PO Box 72 Roaring Springs, PA 16673	Edgemate, Inc 333 Closson Rd Roaring Springs, PA 16673

Ref Inv.#
536

Service	Description	Amount	Rate	Total
Maple:Spec 10	• 306961	26655	0.16	4,264.80

17512

CHECKED BY: lhm
DUE DATE: credit
APPROVAL
PAY
VOUCHER NUMBER: V012700
AMOUNT: 4264.80

2012.102.00

3,20=H

TOTAL CREDIT	$4,264.80

FAXED 4-6-07

Edgemate, Inc.
333 E. Closson Road
Roaring Spring, PA. 16673
814.224.5747 fax 814.224.2314

Debit Memo No. **3/22/07**

Debit Memo

Supplier

Name	Veneer Resources - Joe Parsons
Address	14 - B North Robbins Street
City	Thomasville State NC ZIP 27360
Phone	336-476-3866 Fax 336-472-0239

Date	3/22/2007
Order No.	
Invoice No.	
Invoice dated	

Qty	Description	Unit Price	TOTAL
10,229	Cherry 15 Spec Door Length	$0.100	$1,022.90
	Vendor Pallet #310405		
	Edgemate Pallet #01734		
	Black marks, sugar		

SubTotal	$1,022.90
Other credits	$0.00
Currency	US Dollars
TOTAL CREDIT	$1,022.90

Comments:

"Expect the Best"

Edgemate, Inc.
333 E. Closson Road
Roaring Spring, PA. 16673
814.224.5747 fax 814.224.2314

Debit Memo No. 3/22/07

Debit Memo

Supplier

Name: Veneer Resources - Joe Parsons
Address: 14 - B North Robbins Street
City: Thomasville State: NC ZIP: 27360
Phone: 336-476-3866 Fax: 336-472-0239

Date: 3/22/2007
Order No.:
Invoice No.:
Invoice dated:

Qty	Description	Unit Price	TOTAL
3,394	Poplar 15 Spec Door Length Vendor Pallet #289644 Edgemate Pallet #01723 Black marks	$0.140	$475.16
		SubTotal	$475.16
		Other credits	$0.00
		Currency	US Dollars
		TOTAL CREDIT	$475.16

Comments:
Cannot use for edging

"Expect the Best"

Edgemate, Inc.

INVOICE

333 Closson Road
Roaring Spring, PA 16673 814-224-5717

SOLD TO:
Joe Parsons
Madison Sanz/Veneer Resources

SHIPPED TO:
Same As Above

INVOICE NUMBER	32207
INVOICE DATE	03/22/07
OUR ORDER NUMBER	
YOUR ORDER NUMBER	
TERMS	
SALES REP	
SHIPPED VIA	
F.O.B.	
PREPAID or COLLECT	

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
25 hours	Time spent by Karla Keagy to repackage rejected/ unacceptable wood - 1 hr/day for 5 wks. - To be credited against Veneer Resources invoices.	12.500	312.50
		BALANCE DUE	312.50
		TAX	
		FREIGHT	
			$312.50 PAY THIS AMOUNT

Questions concerning this invoice?
Call: Suzanne McNally
814-224-5717

MAKE ALL CHECKS PAYABLE TO:

EDGEMATE, INC.

THANK YOU FOR YOUR BUSINESS!

17572

CHECKED BY	DUE DATE
lm	credit
	APPROVAL / TAX
VOUCHER NUMBER: V013431	AMOUNT: 312.50

2012.102.00

Edgemate, Inc.
333 E. Closson Road
Roaring Spring, PA. 16673
814.224.5747 fax 814.224.2314

Debit Memo No. 4/2/07

Debit Memo

Supplier

Name: Veneer Resources - Joe Parsons
Address: 14 - B North Robbins Street
City: Thomasville State: NC ZIP: 27360
Phone: 336-476-3866 Fax: 336-472-0239

Date: 4/2/2007
Order No.:
Invoice No.:
Invoice dated:

Qty	Description	Unit Price	TOTAL
11,576	Maple 10 Spec 8' AB Panel	$0.160	$1,852.16
	Vendor Pallet #310602		
	Edgemate Pallet #01738		

SubTotal	$1,852.16
Other credits	$0.00
Currency	US Dollars
TOTAL CREDIT	$1,852.16

Comments:

"Expect the Best"

FAXED

Edgemate, Inc.
333 E. Closson Road
Roaring Spring, PA. 16673
814.224.5747 fax 814.224.2314

Debit Memo No. 4/4/07

Debit Memo

Supplier

Name	Madison Sanz - Joe Parsons
Address	14 - B North Robbins Street
City	Thomasville State NC ZIP 27360
Phone	336-476-3866 Fax 336-472-0239

Date	4/4/2007
Order No.	
Invoice No.	
Invoice dated	

Qty	Description	Unit Price	TOTAL
1693	Cherry 11 Spec 10' AB Panels Vendor Pallet #309620 Edgemate Pallet #01786 Narrow	$0.065	$110.05
3807	Cherry 15 Spec Door Length Vendor Pallet #284322 Edgemate Pallet #01792	$0.065	$247.45
2650	Hickory 15 Spec Door Length Vendor Pallet #310281 Edgemate Pallet #01787	$0.14	$371.00

SubTotal	$728.50
Other credits	$0.00
Currency	US Dollars
TOTAL CREDIT	$728.50

Comments:

"Expect the Best"

Edgemate, Inc.
333 E. Closson Road
Roaring Spring, PA. 16673
814.224.5747 fax 814.224.2314

Debit Memo No. 4/10/07

Debit Memo

Supplier

Name	Veneer Resources - Joe Parsons
Address	14 - B North Robbins Street
City	Thomasville State NC ZIP 27360
Phone	336-476-3866 Fax 336-472-0239

Date	4/10/2007
Order No.	
Invoice No.	
Invoice dated	

Qty	Description	Unit Price	TOTAL
15,912	Red Oak 10 Spec 8' AB Panels Vendor Pallet #205139 Edgemate Pallet #02315	$0.035	$556.92
5464	Cherry 10 Spec 8' AB Panels Vendor Pallet #310557 Edgemate Pallet #02354	$0.10	$546.40

SubTotal	$1,103.32
Other credits	$0.00
Currency	US Dollars
TOTAL CREDIT	$1,103.32

Comments:

"Expect the Best"

FAXED 4-10-07

Edgemate, Inc.
333 E. Closson Road
Roaring Spring, PA. 16673
814.224.5747 fax 814.224.2314

Debit Memo No. **4/10/07**

Debit Memo

Supplier

Name	Madison Sanz - Joe Parsons
Address	14 - B North Robbins Street
City	Thomasville State NC ZIP 27360
Phone	336-476-3866 Fax 336-472-0239

Date	4/10/2007
Order No.	
Invoice No.	
Invoice dated	

Qty	Description	Unit Price	TOTAL
3776	Red Oak 15 Spec Door Length	$0.040	$151.04
	Vendor Pallet #284488		
	Edgemate Pallet #02308		

SubTotal	$151.04
Other credits	$0.00
Currency	US Dollars
TOTAL CREDIT	$151.04

Comments:

"Expect the Best"

Edgemate, Inc.
Credits Outstanding

8/29/2007

Date	Company	Inv/DM#	Amount
2/16/2007	Madison Sanz	2298	222.00
2/27/2007	Madison Sanz	2302	621.18
2/27/2007	Madison Sanz	2303	825.44
2/27/2007	Madison Sanz	2299	841.70
2/27/2007	Madison Sanz	2300	345.80
2/27/2007	Madison Sanz	2301	584.00
2/27/2007	Madison Sanz	2304	303.75
2/27/2007	Madison Sanz	2305	317.63
2/27/2007	Madison Sanz	2306	125.71
2/27/2007	Madison Sanz	2307	307.65
2/27/2007	Madison Sanz	2308	252.46
2/28/2007	Madison Sanz	2309	449.00
3/14/2007	Madison Sanz	2311	303.49
3/19/2007	Madison Sanz	2312	329.59
3/20/2007	Madison Sanz	2313	239.30
4/2/2007	Madison Sanz	2315	199.22
4/4/2007	Madison Sanz	4/4/2007	728.50
4/10/2007	Madison Sanz	4/10/2007	151.04
5/11/2007	Madison Sanz	5/11/2007	1,453.06
5/11/2007	Madison Sanz	5/11/2007	631.20
6/7/2007	Madison Sanz	6/7/2007-1	886.06
6/7/2007	Madison Sanz	6/7/2007-2	1,733.82
2/27/2007	Veneer Resources	562	142.72
3/2/2007	Veneer Resources	564	1,195.04
3/2/2007	Veneer Resources	565	149.76
3/5/2007	Veneer Resources	567	603.92
3/5/2007	Veneer Resources	568	199.08
3/8/2007	Veneer Resources	572	4,264.80
3/21/2007	Veneer Resources	581	1,885.94
3/22/2007	Veneer Resources	589	475.16
3/22/2007	Veneer Resources	3/22/2007	312.50
3/27/2007	Veneer Resources	3/27/2007	1,585.50
4/2/2007	Veneer Resources	4/2/2007-1	1,852.16
4/2/2007	Veneer Resources	4/2/2007-2	533.54
4/9/2007	Veneer Resources	4/9/2007	1,168.60
4/10/2007	Veneer Resources	4/10/2007	2,595.68
4/10/2007	Veneer Resources	4/10/2007	1,103.32
4/17/2007	Veneer Resources	4/17/2007	2,247.84
4/23/2007	Veneer Resources	4/23/2007	2,290.68
4/30/2007	Veneer Resources	4/30/2007	330.14
6/18/2007	Veneer Resources	6/18/2007	5,802.24
GRAND TOTAL			40,590.22

EXHIBIT A

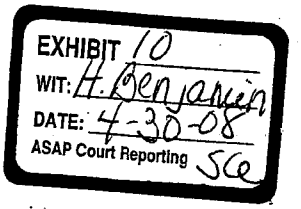

EXHIBIT B

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

FORCEY LUMBER COMPANY, A CORPORATION,

Plaintiff,

vs.

EDGEMATE INC., A CORPORATION,

Defendant,

vs.

JOE PARSONS d/b/a VENEER RESOURCES GROUP, LLC and JOE PARSONS, d/b/a MADISON-SANZ Ltd. And VENEER RESOURCES GROUP LLC, and VANEER RESOURCES GROUP, Ltd.,

Additional Defendants.

No. 07-714-CD

PROCEEDINGS: Deposition of ADAM LARDIERI

DATE: April 30, 2008

TIME: 12:48 p.m. - 1:58 p.m.

PLACE: Hanak, Guido & Taladay
528 Liberty Boulevard
DuBois, Pennsylvania

REPORTER: Susanna C. Englert
CSR 1951
Notary Public

ASAP COURT REPORTING
Registered Professional Reporters
167 South McKean Street
Kittanning, Pennsylvania 16201
(814) 472-8009 - (724) 543-4996
FAX: (814) 472-8950 - (724) 543-5054
e-mail: ASAP10@windstream.net

APPEARANCES:

For the Plaintiff:

JAMES A. NADDEO, ESQUIRE
TRUDY LUMADUE, ATTORNEY AT LAW
Naddeo & Lewis
207 East Market Street
Clearfield, Pennsylvania 16830

For the Defendant:

MATTHEW B. TALADAY, ESQUIRE
Hanak, Guido & Taladay
538 Liberty Boulevard
DuBois, Pennsylvania 15801

ALSO PRESENT:

Harry K. Benjamin

INDEX

ADAM LARDIERI

EXAMINATION PAGE
By Mr. Naddeo 4

- - -

EXHIBITS

NUMBER	DESCRIPTION	MARKED
Benjamin Exhibit Nos. 1 through 10 attached for reference.		

Certified Copy

ADAM LARDIERI,

having been duly sworn, testified as follows:

- - -

EXAMINATION

BY MR. NADDEO:

Q. Would you state your name, please?
A. Adam Lardieri.
Q. Where do you live, Mr. Lardieri?
A. 3008 5th Avenue, Altoona, Pennsylvania.
Q. How long have you lived at that address?
A. Since August '07.
Q. Are you presently employed?
A. Yes.
Q. By whom?
A. Edgemate.
Q. How long have you been employed by Edgemate?
A. Since August 2005, I believe.
Q. What is the nature of your occupation for Edgemate?
A. I am now personnel manager and purchasing agent.
Q. How long have you been employed in that capacity?
A. Personnel manager, since the first day;

and it was sometime in Novemb[illegible]f 2006 that I started doing -- might have been the beginning of December 2006 -- that I started doing purchasing.

Q. What is your educational background?

A. I have a degree from Penn State.

Q. In what?

A. Communications.

Q. A degree in communications?

A. Yeah.

Q. From Penn State?

A. Yeah.

Q. Do you have any formal education beyond your college degree?

A. No.

Q. Have you had any special education in personnel management and/or purchasing?

A. Gone to some things in Altoona for, like, personnel and HR relations and that.

Q. But your purchasing duties started, you believe, in December of 2006?

A. Right.

Q. At that time, how many suppliers did Edgemate have?

A. I'd say they were using -- for just veneer?

Q. Veneer.

A. Mainly four or five.

Q. And has that number remained fairly constant since December of 2006?

A. I'd say so.

Q. So from 2006 to the present, the suppliers -- the persons -- strike that -- the entities or companies that supply veneer to Edgemate would vary between four and five at any point in time?

A. Correct.

Q. Okay. Was Joe Parsons, or a company with whom he was affiliated, one of the suppliers of veneer to Edgemate in December of 2006, when you took over as the purchasing agent?

A. Yes.

Q. Did you have occasion to issue purchase orders to Mr. Parsons and/or any of the companies with whom he was affiliated?

A. Yes.

Q. All right. Do you have a record of all of the purchase orders that were issued to Mr. Parsons, or one of his affiliated companies, from the time that you became the purchasing agent?

A. Yes.

Q. Are those records that are kept in the normal course of business at your place of employment?

A. Yes.

Q. Would you have records of any purchase orders to Mr. Parsons, or one of his affiliated companies, prior to December of 2006?

A. I can't answer that. I'm not sure. I don't know.

Q. You know what you've kept, or maintained since you got the job; you don't know what was there --

A. Right.

Q. -- beforehand --

A. Correct.

Q. -- is that fair?

A. Yeah.

Q. Okay. Who was the purchasing agent before you were assigned that job?

A. For veneer?

Q. Veneer, yes.

A. Josh Focht and Troy Isenberg.

Q. Josh Focht?

A. F-O-C-H-T, I think.

Q. That's Joel Isenberg?

A. Troy Isenberg.

Q. Do you have any reason to believe that the same records weren't kept prior to your becoming purchasing agent as what's been kept since, did you revamp the system, for instance?

A. I didn't -- I just had kind of my own system, I guess you'd say.

Q. So again, you don't know what system was in place before you became purchasing agent?

A. Right, I do not know.

Q. And you don't know what records may be available prior to the time that you became the purchasing agent?

A. I do not.

Q. Can you tell me, without reference to your records, the various companies with whom Mr. Parsons was affiliated during the time that you issued purchase orders to him, or one of his companies?

A. Madison-Sanz and Veneer Resources.

Q. Any others?

A. Obviously, I didn't know anything about Forcey Lumber until very, I guess, the end of all the ordering, I guess.

Q. Veneer Resources, accordi[illegible] their letterhead, has a location in Jamestown, North Carolina.

To your knowledge; is that correct?

A. I know it's North Carolina. I'm not sure of the city. I know that's where Joe did his work.

Q. How about Madison-Sanz, where was that company located?

A. Also High Point, North Carolina, I believe.

Q. Do you know anything about North Carolina geography?

A. It is above South Carolina. No. That's about all.

Q. Okay. So if I were to ask you whether Jamestown was in the vicinity of High Point, you couldn't answer that question?

A. No, I can't.

MR. TALADAY: Off the record.

(Discussion held off the record.)

BY MR. NADDEO:

Q. What are your duties as the purchasing agent for Edgemate?

A. I buy the raw materials. I buy

everything we use in the offices. That's pretty much everything that we're purchasing.

Q. Is one of your duties to keep track of rejected material also?

A. Yes, I do work with the rejected material.

Q. I'm not sure you answered my question. My question was whether one of your duties was to keep track, or a record of rejected material.

A. No, I wouldn't be the supervisor of keeping the records, I guess.

Q. Who keeps track of rejected material?

A. I would say that our scheduler has a record of the pallets.

Q. Now, what does a scheduler do?

A. He schedules the veneer to be run through the plant, but he also keeps inventory. He knows what's good and what's bad, so he would, on a neighboring spread sheet, he'd probably have a record of what was good, what wasn't.

Q. So when the material is run through the factory, so to speak, that's when it's graded and either accepted or rejected at that point?

A. It's only rejected at the grading. Once it's graded and rejected, that's it.

Q. Mayb[illegible]n ahead of myself. We'll get into this.

Do you know what the procedure is when veneer is delivered to the factory?

A. Yes.

Q. What happens to it?

A. We bring it in. We put it in the back of our plant, in inventory. Our scheduler, again, adds it to his list of possible pallets to use. Depending on what we need, he'll schedule a certain pallet to run. It will go first to the grading station. They will -- if they come up with a rejection, they will make a separate pallet for that rejected material, and I will get -- I will get that amount and then ask for a credit for that.

Q. Okay. So you do get some kind of record of the material rejected?

A. Right, but I don't hold onto it. I only keep it until we get the credit, and then I turn the paperwork back over to the scheduler, who will take it out of inventory, put it with our rejected pallets so he doesn't think that that would be something that would be able to be used.

Q. Okay. Do I understand that the grading

doesn't get done at the time of delivery?

A. It doesn't.

Q. Does not?

A. Does not.

Q. First thing that happens is that the delivery comes in and it's warehoused?

A. Correct.

Q. And it doesn't get graded until you're ready to use it?

A. Correct.

Q. And when you're ready to use it, a pallet is pulled out of the warehouse, it's then graded before it's run through any of your machines?

A. Correct.

Q. The grading is done by various people in the warehouse?

A. Correct.

Q. How many graders do you have?

A. I'd say at any time, probably about six -- five or six, plus the supervisor, who will sometimes grade if maybe someone doesn't come to work that day.

Q. Do you do any grading?

A. I do not.

Q. When the material is graded, what happens

to it from that point?
A. If it's good, you mean?
Q. What can happen to the material, what are the options?
A. We can set it aside.
Q. Let's start -- one option is, it's good and you use it?
A. Then it will go to the next machine, where --
Q. What happens if it isn't good?
A. We pull that out. We make -- we start a new pallet for that material, and then we will make a new tag for it. I get the tag. I keep a tally of how much material we're getting, we're building up. We only reject a pallet -- we actually only ask for a rejection, I should say, if it's 5 percent or more of the entire pallet. If they only pull out 3 percent of a certain pallet, then I'm not going to ask for a credit, because that's pretty good yields that we would get.
Q. So 3 percent is considered within standard deviation?
A. That's fine for us.
Q. Right. So a --

A. We wouldn't do anything.
Q. I spoke over you.
A. No, go ahead.
Q. Let's stop apologizing. I'll try not to interrupt you, and vice versa. How is that?
So 3 percent is within your range of deviation on a pallet?
A. That would be acceptable.
Q. Okay. So let's say, if it's 4 percent, would there be rejects then?
A. Well, we would consider a rejection and try to do something else with it, but I would not ask for a credit from the supplier for it.
Q. At what percentage do you ask for a credit?
A. At 6.
Q. So within 5 percent deviation, you use the material with no credit?
A. Correct.
Q. And if it goes over 5 percent, then you're going to look to the supplier for some kind of an adjustment?
A. Correct.
Q. Now, I understand that one of the adjustments might be to downgrade the material.

A. Cor
Q. And do you have some kind of record as to the material that is downgraded?
A. I don't, but I don't really know --
Q. You don't keep the record?
A. I don't keep a record of it.
Q. Okay. But when you downgrade, are you really asking the supplier to take a reduced amount for the material?
A. Yes. The difference in price, yeah.
Q. Well, don't you memorialize the difference in pricing on some type of document?
A. Yeah. A debit memo that I would ask for, yeah.
Q. What happens to the debit memo?
A. I'd fax it to the supplier.
Q. Do you keep a copy?
A. I try to, I should say. I'm pretty sure I have them on my computer.
Q. Another option would be to have the supplier take the material back?
A. Correct. I would -- if we get into something where we -- it's a full pallet, never been touched, we'll take it off, they start pulling the first so many stacks or bundles out of

it. If it's not meeting what we want right away, we know we're going to yield poorly, we'll put it all back together, put a lid back on it. At that time, I'd ask for -- say, "Hey, we're going to send this back for the full price." They can do whatever with it.
There's also an occasion where -- certain species, we only use for the long length, to make these sheets, whereas, we don't do this species, that sort of species in the edge banding. When I talk with our suppliers, they know when I don't have any use for it except to give it back to them. They can resell it to, you know, somebody else, it's just no use to us.
Q. Okay. So one option is to downgrade the reject, another option is to send it back to the supplier or have the supplier pick it up?
A. Correct.
Q. And the third option is what?
A. Just dispose of it.
Q. Is that usually done with the consent of the supplier?
A. Yes.
Q. So you just don't put something down the shredder unless a supplier says, "I'm not going to

come for it, put it down the shredde

A. Correct.

Q. Is a record made of the material that's put down the shredder?

A. No. I couldn't -- I don't think I'd be able to tell by looking at a credit memo whether or not they picked that material back up or not. The only way I could even guess at it is based on how much square footage there is there. If there's a little amount, the chances are the supplier doesn't want it back. If it's a sizeable amount, they probably want it back.

Q. So basically all you have is a credit memo, which you may or may not keep after it's sent back to the supplier?

A. I have my credit memo.

Q. Right.

A. I keep those on my computer. We have a list on the scheduler's computer. He keeps his own records. And I'm positive of those two things, but I'm not certain about if the actual graders keep any record. I don't see why they would.

Q. Now, when you decide to reject all or part of a pallet, the supplier is notified?

A. Yes.

Q. Is the supplier given an opportunity to take a look at the material?

A. Yes.

Q. How is that arranged?

A. Basically, after I send them the credit memo, it will say, "Is this something you want to take back? If you want it, you can have it; if not, we're getting rid of it." But I try to have them come back in so that they will look at it and know why we're rejecting it -- so the point is supposed to be, we don't have these rejections. It doesn't seem to work out. We still say, "Do you agree with us that this is bad? Do you think there's something wrong with what we're saying?" But I've never run into any problems with them wanting to come back in and look at things that are wrong. Usually suppliers take us up on an offer to come in and look at everything. Sometimes they just say, "No, I think we know what the problem is."

Q. Okay, I'm not sure I understand. Are you telling me that suppliers normally do not take you up on your offer to come and look at the material, or they do? It's two questions, I'm sorry.

A. It d ds on who the supplier would be. Some will, some won't.

Q. How about Mr. Parsons?

A. Mr. Parsons was there frequently, yes.

Q. He would come up and take a look?

A. Yeah.

Q. These credits, when do you assess the credit against the supplier, on the next shipment, do you wait for six months to assess them, or a year --

A. Well, what I --

Q. -- what is the procedure?

A. I send the credit. I hold onto it until we get the confirmation back. Usually they'll send us a memo back. Put all that together, give one copy to the accounting department, and they can use it on the next invoice that we get from the supplier. And another copy will go to the scheduler to do all the inventory, moving around.

Q. What is the average percentage rate of rejects?

A. For total, for the company?

Q. Yes.

A. I can't say, because I don't see every rejection. If it's less than, you know, the 5

percent, like we talked about before, then it doesn't --

Q. I understand that. I'm only talking about rejections.

You're not rejecting anything that is 5 percent or less, true?

A. Well, it's rejected to us, because we're not using it for the spec that we got it for.

Q. But you're not rejecting it in terms of a credit memo?

A. Okay. Correct.

Q. Okay. I'm talking percentage wise, what is the average of the cases where you actually reject and ask for a credit memo, what percentage?

MR. TALADAY: Are you talking -- is this question specifically focused on veneer.

MR. NADDEO: Veneer. All my questions are only to veneer. That's the only thing we're discussing.

THE WITNESS: I'm sorry, I still don't understand, because I don't know if you mean a percentage of a pallet.

BY MR. NADDEO:

Q. For example, let's say you buy a million dollars worth of veneer a year. What percentage

of that is rejected so as to warra credit slip?

A. Anything over 5 percent?

Q. No, no, no. What percentage of the total do you reject as a global proposition for the company of the total purchased, how much, what percentage is rejected?

MR. TALADAY: Can we go off.

(Discussion held off the record.)

BY MR. NADDEO:

Q. We were off the record briefly, trying to explain, I guess, maybe what was an unartful question.

Do you now understand my question?

A. Yes.

Q. Okay. And my question is: If we take the total amount of veneer purchased in the course of a year, what percentage of that veneer is rejected to the extent that it is turned back to the supplier or put through the chipper?

A. I don't know the number. I don't know what that percentage would be.

Q. Are you capable of calculating that percentage?

A. I am not.

Q. Well, if you took your credit memos, total amount of your credit memos, and divided it into your total purchases, wouldn't it tell you that figure?

A. I guess it would.

Q. Well, I don't want you to guess. You're the guy who keeps tracks of these records, and I mean, would it be possible to do that?

A. Yes.

Q. Okay.

MR. TALADAY: That doesn't mean that you have to do that. He's not going to give you homework.

MR. NADDEO: That's right. I'm giving myself homework.

(Discussion held off the record.)

BY MR. NADDEO:

Q. Do you recall Edgemate doing business with Forcey Lumber Company?

A. No.

Q. Did Edgemate, during the months of January and February of 2007, make payment to Forcey Lumber Company for veneer delivered to Edgemate?

A. I wouldn't know.

Q. Do have anything to do with payment of the invoices?

A. No.

Q. Do you know who is in charge of the payments?

A. I believe it would be our director of finance, Lisa White.

Q. And do you know whether Miss White retains copies of the company's cancelled checks?

A. I wouldn't know.

Q. All right.

A. I don't know.

Q. Now, I'm going to show you what has been marked as Exhibits 1, 2 and 3 and ask you if you have ever seen these exhibits, these documents, prior to today? I will also note that they are two-part, each exhibit has two pages; one is a bill of lading, one is an invoice.

A. I honestly -- I don't know. I don't get the invoices and I don't receive the -- I don't receive the bill of ladings when it comes off of the trucks.

Q. So the answer is no, you have never seen those documents prior to today?

MR. TALADAY: I think his answer was, he

doesn't know if he's seen them.

MR. NADDEO: I thought he said he doesn't get them. I don't want to debate it. You need to answer the question.

THE WITNESS: I've seen bill of ladings before, but I'm not sure if those are the ones I have seen before.

BY MR. NADDEO:

Q. So you do on occasion see the bills of lading?

A. I have.

Q. But as the purchasing agent, you don't issue the bills of lading -- excuse me, not the bill -- yeah, the bill of lading. No, no, you wouldn't issue the bill of lading.

Purchase orders, do you issue the purchase orders?

A. I do.

Q. But you've never seen this bill of lading or the invoice identified in Exhibits 1, 2 and 3?

A. Not to my knowledge.

Q. Do you keep a record of the purchase orders along with the bill of lading and the invoices?

A. I keep a record of the purchase orders,

but the invoices and bill of lading would probably be kept together in the finance office.

Q. Would there be any way for you to take, for instance, the bill of lading and the invoice in Exhibit 1 and connect it to a specific purchase order? Should be if, there is --

A. P.O. number right here.

Q. The answer is yes, right?

A. Yes.

Q. And the reason is that each bill of lading does have a purchase order number reference?

A. Yes, correct.

Q. And do I understand that Edgemate would have a record of the purchase order that went with each bill of lading?

A. Yes.

Q. But that's not a record that you keep?

A. The purchase order?

Q. No, I'm sorry. You don't keep, in your department, a copy of the bill of lading or of the invoices?

A. I do not.

Q. But you would have copies of the purchase orders?

A. I do.

Q. I show you what has been marked as Exhibit 4 and ask you if you've ever seen that particular document prior to today?

A. I have not.

Q. Would you agree that it's addressed to Edgemate?

A. Yes.

Q. But it's "To Whom it May Concern" --

A. Correct.

Q. -- right? And this apparently didn't concern you, because you never saw it?

A. Apparently.

Q. Okay. Do you have any idea to whom in the company that letter would have been sent?

A. There would be somebody in the accounting department. I don't know who gets -- I don't know who would get that first and get that started.

Q. I show you what is marked as Exhibit 5 and ask you if you have ever seen that particular document prior to today?

A. I have not.

Q. Okay. Should I refer to you as head of the purchasing department?

A. I am not. Actually, Chaz would be my

manager.

Q. As one of the members of the purchasing department, would it be fair to say that you're not in charge of making payment for the products purchased?

A. That's correct.

Q. That's done by someone else in the company?

A. Correct.

Q. Do you know which department makes payment?

A. The finance office.

Q. I show you what has been marked as Exhibit 6 and ask you if you've ever seen that document prior to today?

A. I don't -- I don't remember, but, obviously, yes. That's my e-mail.

Q. Okay. Are you sure?

A. Yeah, that's me.

Q. Would you please take some time to review that to refresh your recollection.

A. Okay.

Q. All right. Having reviewed that document, do you now recollect sending it?

A. Honestly, no, I don't recollect sending

it, but that is me.

Q. Well, let me ask a different question. Is the information which is contained within that e-mail accurate?

A. Not all of it.

Q. All right. What part of it is not accurate?

A. The part about our rejection rates.

Q. What's wrong with the rejection rate?

A. Where it says rejection rate of about 1.4 percent is actually supposed to be -- that's the divider. It's 40 percent -- divide our total by that instead of multiplying by that 1.4 percent.

Q. Okay. So 1.4 should have been 40 percent?

A. Rejection rate of .4 -- .4, or 40 percent.

Q. Okay. Now, does that mean that the veneer that was delivered to your company by Mr. Parsons had a 40 percent rejection rate, average?

A. Yes.

Q. Would that be higher or lower than your other suppliers?

A. Higher.

Q. How much higher?
A. Normal suppliers, I'd say, are around the 10, for a pallet that we rejected, in the 10 to 15 percent range.
Q. That's a question you couldn't answer for me earlier.
Are you telling me that the average rejection for your suppliers for veneer is 10 to 15 percent?
A. I'd say that would be about the highest that they go. I'm not saying that's the average, I'm saying that's probably about the highest that I deal with.
Q. That means that Mr. Parsons, the material that he was delivering to Edgemate, had a much higher rejection rate than the average --
A. Correct.
Q. -- is that --
A. Yes.
Q. Okay. And do you have a record of the rejection rate of the material that he supplied to your company?
A. Yes.
Q. And that's how you came up with the 40 percent figure?

A. Correct.
Q. And to come up with that 40 percent figure, how did you calculate?
A. Well, actually, what this e-mail here -- I think I'm taking this from my manager and kind of passing along what he's saying. That's where I get these numbers from right here. So I wouldn't say these are exactly -- they're words from me, but they're not my calculations at this time.
Q. Okay. So the calculation of 40 percent was transmitted to Mr. Parsons by you, but you weren't responsible for the calculation?
A. Correct.
Q. Do you know who was?
A. That would be my manager, Chaz Boyle.
Q. Now, you're going to have to explain the next couple lines to me. "It will probably take another month to look at everything, so instead of dragging it out, I am asking if we can take 1 percent of the additional 600,000 square feet and consider it a $6,000 credit on its own."
A. Well, I think I was confused with the 1.4 percent, which is where I got that 1 percent. What I was asked to do was take the remaining square feet that we had left, and what should have

been 40 perc[illegible] take that credit now, just consider that the credit and then we could move on.
Q. Okay. Would 1 percent credit of 600,000 square feet equate to $6,000?
A. Would 1 percent --
Q. Yes, that's what it says you're doing.
A. No, that is incorrect. That wouldn't -- I don't know how much all the different prices of that square footage would be.
Q. How did you come up with this?
A. Like I said, from what my manager had told me. I must have gotten his words mixed up when I was typing this.
Q. So 1 percent should have said 60 percent?
A. Should have been 40 percent, like in the sentence before that.
Q. So you were asking Mr. Parsons to take a hit on 40 percent of 600,000 square feet rather than 1 percent?
A. Again, I'm not sure if out of that 40 percent the different species, different prices. I'm not sure what that total would be. So 6,000 was not correct.
MR. TALADAY: Can we go off the record

for a second?
(Discussion held off the record.)
BY MR. NADDEO:
Q. Now that we've been off the record and we've corrected, I guess, some arithmetic errors in this e-mail, the 1 percent should have been 40 percent, and instead of 600,000 square feet, it would have been 40 percent of 600,000 square feet, or 240,000 square feet you're asking him to take a rejection on?
A. That was an average, so, I mean, that is -- we can either do it that way, or we can go through it, and it might even be more than that.
Q. I just want to make sure. Now, this 6,000 where, did the $6,000 come from?
A. I was just doing the numbers there, I wasn't thinking -- I was thinking of square footages being dollars instead.
Q. So consider it a $6,000 credit on its own, it should have said 40 percent of the additional 600,000 square feet and consider it a 240,000 square foot credit?
A. I agree with the first part. The 240,000 just because --
Q. Well, that's 40 percent, right?

A. Yeah, we'd have to com[illegible] I don't know what that average price would be.

Q. I usually divide by three, but I can do four also. There's 240,000 square feet, right?

A. Right. But I'm saying that you need to know what the average of the pricing would be to get the price of that.

Q. Adam, time out. I don't want to fence with you on this. Okay? Let's just try to figure out what you were supposed to be saying.

A. Yeah.

Q. What you were supposed to be saying was that you have a 40 percent, not a 1.4 percent --

A. Right.

Q. -- rejection rate, but a 40 percent rejection rate.

A. Correct.

Q. And the 40 percent rejection is a lot higher than a rejection rate for any other supplier you had, because those ran 15 percent?

A. At their highest. They ran 10 to 15 percent.

Q. And that the 1 percent that you have here should have been 40 percent?

A. Should have been.

Q. And if we were going to take a credit for 40 percent of 600,000 square feet, that equates to a credit for a total of 240,000 square feet?

A. Correct.

Q. And the value of that would have had to have been determined.

A. Correct.

Q. Okay. I show you what has been marked as Exhibit 7 and ask you if you've seen that document prior to today?

A. I have.

Q. That's a purchase order, correct?

A. Correct.

Q. Purchase order issued to whom?

A. Forcey Lumber Company.

Q. Did you issue that purchase order to Forcey Lumber Company?

A. I did.

Q. Okay. Why?

A. This was originally to Veneer Resources. I did the original one on 2/27. We waited until, I think it was the 13th of April, and Joe asked me to create the purchase order for Forcey, and that's -- I don't remember much else besides that. But I considered his -- I know he switched the company fro[illegible]adison to Veneer Resources. I don't know now if he's part of Forcey Lumber, but he told me that he could ship this. Which he did not.

Q. So originally, this order was to go to Mr. Parsons?

A. It was for two months. It was to Veneer Resources.

Q. But Mr. Parsons never filled the order?

A. Did not.

Q. Okay. Did Edgemate, Inc. Need the veneer that you were trying to purchase from Parsons?

A. Yes, that's why we did --

Q. And at some point, Mr. Parsons intimated to you that he could not supply the veneer?

A. He never told me that.

Q. Okay. He just said, shift it over to Forcey?

A. Well, he said, "Give me a couple more weeks, give me a little bit more time, I can get this. I'm working on this." At the end he said, "I need you to make this P.O. to Forcey, then I can ship it." And that's all that I knew about it.

Q. Okay. The original purchase order was

issued several months prior to the purchase order identified as Exhibit 7?

A. Correct.

Q. Okay. And there was conversation between you and Mr. Parsons about the issuance of the first purchase order to him and the issuance of the purchase order identified as Exhibit 7?

A. Correct.

Q. During the course of those discussions, Mr. Parsons had not ponied up the veneer, so to speak, hadn't produced --

A. Had not.

Q. He asked you for additional time to be able to get the veneer?

A. Correct.

Q. Eventually he said to issue the purchase order to Forcey, and they would be able to fill the order?

A. Correct.

Q. Okay. And that's what you did.

A. That's what I did.

Q. Okay. To your knowledge, did the company ever -- by "the company", did Edgemate ever receive the material that was requested in the purchase order identified as Exhibit 7?

A. To my knowledge, we d[illegible]t.
Q. Do you know what happened to that material?
A. I do not.
Q. Can you tell me what the average cost of 240,000 square foot of veneer would be? Maybe you know.
A. It could be --
Q. Give me a range.
A. For the material, say, if we're doing material, we typically buy from Joe --
Q. Let's be more specific. Let's talk about the material that you would normally buy from Joe.
What would 40 percent of -- what would 240,000 square feet of that material cost, on average?
A. The material he sold us was in a range from anywhere from 10 cents a square foot to upwards of 25 cents a square foot. So it could be -- I mean, anywhere in there, because, as you can see, I make different purchase orders with different species on them.
Q. So if we're talking 240,000 square was 10 cents a square foot would be $24,000?
A. Right.

Q. It would be $24,000?
A. Correct.
Q. And on the high side, it would be two and a half times that --
A. Correct.
Q. -- right? Okay. I show you what's been marked as Exhibit 9 and ask you if you recognize that e-mail, or any of the attachments to that e-mail?
A. I do. These are my debit memos, and also the memos that were sent back to me kind of as confirmation that we can do whatever we were going to do with the rejects.
Q. Okay. There's no date on that fax.
Do you remember when that was sent out?
A. That was sent the day that we were talking. That would have been April 13, I believe. The Friday before the shipment.
Q. You have a good memory. Okay.
And to whom was this letter and the credit memos given?
A. I was supposed to fax those to Brant.
Q. And so that as of April 13, 2007, the total credits that Edgemate was claiming against Mr. Parsons, or his affiliated companies, was the

total of these [illegible]o slips, right?
A. Yeah. That's everything that we had used.
Q. Now, I totaled those up at $18,613.70.
Did you ever take and total those?
A. I think it was me that did that.
Q. No, you didn't; I did this. You don't want to vouch for my math, do you?
A. No, I mean, but for the --
Q. The credit memos.
MR. TALADAY: Just those ones in the exhibit, or the total credit?
MR. NADDEO: Just in the exhibit. This is what was given to Brant Forcey as of April 13, 2007.
THE WITNESS: I'm not sure if I ever added all of them up.
BY MR. NADDEO:
Q. Okay. Assuming that those credit memos total $18,613.70, would you agree that this is somewhat less than the amount represented in your e-mail, identified --
MR. TALADAY: Exhibit 6 --
BY MR. NADDEO:
Q. -- as Exhibit 6?

A. That is less than the e-mail, yes.
Q. Is this another case where your e-mail is reflecting numbers that were prepared by someone other than you?
A. No. No, with this e-mail, I added that amount there, all the debit memos that I had collected.
Q. Are you telling me, then, that you collected additional credit memos after April 13th of '07 in order to come up with the $23,398 number?
A. I believe that's what would have happened, yes.
Q. Do you know where those credit memos are?
A. They would be with all of them, I believe.
Q. I'm going to show you what has been marked as Exhibit 10 and ask you if you've ever seen that document before?
A. I have.
Q. What is that, please?
A. These are the outstanding credits that we had -- credits for Madison-Sanz and Veneer Resources for everything that we used up through, looks like June 18.

Q. Can Mr. Parsons, or any of affiliated companies, expect any more credit memos after June?

A. No. We have used -- we are done with his material. We are now done.

Q. So that you're representing Exhibit A as the final tally?

A. This is --

Q. And you have credit memos for each of those entries?

A. Yes.

Q. Now, one of the credit memos pertains to that pallet of veneer that's still sitting in your warehouse, correct?

A. Correct.

Q. That is a credit memo for $5,802.24?

A. That is correct.

Q. Were you aware that Forcey Lumber, whether they would be willing to retrieve the material that we observed when we came to the plant?

A. I don't know about that.

Q. Okay. Is that material still available at the plant? And by "that material," I mean not only the pallet, but the other material that we

examined that day?

A. I can't say for sure, but I -- that pallet, I believe -- I'm not sure about all the material that we reviewed that day. I know -- I believe the plant manager used everything that was from Joe.

Q. Okay. But there was some left over, right, which was allegedly not up to spec, which is what you were showing to us the day we took an opportunity to look at the material?

A. Correct.

Q. My question is: Is that material still there, has it been put down the chipper?

A. I don't know. If it's not there, I don't know where it is. But if it is there, I would know that that would be the material that was being looked at for a full credit refund.

Q. Okay. Rejected material?

A. Yeah.

Q. And it sounds to me that the truth of the matter is, you don't know whether it's there or not, right; that's not really your job, right?

A. It isn't.

Q. So when I ask you that question, the proper response, I suspect, is that you just don't

know whether there or not, do you?

A. I am not in charge of the inventory, so I really don't keep track of it.

Q. Right. I'm trying to get you to say you don't know.

A. I don't know.

Q. I accept that. All right. So let's talk about the full pallet.

Do you know whether that's there?

A. I don't know, but that was a full credit refund that I would have asked to have been left alone.

Q. Left alone as in --

A. Don't use it. This is something that we would ask for the total price, not the difference in price to downgrade.

Q. I understood just the opposite, that when we were there, that that could be used --

A. It was a rift red oak, if you remember, when you were there.

Q. It was mislabeled, correct?

A. No, that's not correct.

Q. I thought Joe said he mislabeled it.

A. He charged us for the rift price, so he maybe -- I don't know if he mislabeled it, but he

charged us the extra amount. He was there. He also said that he called it a red oak, and I went and then got my purchase order and showed him that no, this was actually the rift, and here was the price.

Q. Okay. Well, I'm still lost on the status of that pallet.

A. I don't know.

Q. You don't know what happened to it?

A. I don't.

Q. But I'm lost in terms of whether you can use it or not. I thought that that pallet could be used for coffins, wasn't that the discussion?

A. That wouldn't be a coffin.

Q. Okay.

A. That's not what I ordered it for. Since the time that it's been sitting there, I've had to -- for what I wanted it for, I've had to reorder for that, so now maybe I have too much in stock right now. That's not what I wanted at the time. And what he -- you know, if he wanted me to use it as flat cut red oak, maybe we had tons of it at the time, where I would not have ordered the red oak.

Q. I understand you don't want more

inventory than you need, but it's no entory that you can't use, right, you use flat red oak?

A. We use a flat cut red oak.

Q. And that's a stack of flat cut red oak, right?

A. Yeah. That price would have to be --

Q. I understand.

A. -- adjusted.

Q. What is the value of that pallet as flat cut red oak?

A. I don't know. I don't know off the top of my head.

Q. Were you aware of any financial problems on the part of Joe Parsons which was making him -- causing him to be unable to fill purchase orders for Edgemate?

A. No.

Q. Do you know why he wasn't filling the Edgemate order? Did you ask why he wasn't filling the order that he asked you to send to Forcey?

A. No.

Q. At any time during these transactions, were you aware that Forcey was buying the veneer so that Mr. Parsons could deliver it to Edgemate?

A. No.

Q. You weren't aware that the payment for the veneer was to be made to Forcey?

A. No.

Q. Did you receive a response from Joe Parsons to the fax identified as Exhibit 6 -- e-mail, pardon me?

A. I do not know.

Q. All right. From the time that you gave Brant Forcey the credit memos identified in Exhibit 9, did Mr. Parsons have an opportunity to inspect the rejected material?

A. He could have called me to come in at any time.

Q. To your knowledge, did he ever inspect --

A. No.

Q. -- the rejected material?

A. I don't believe so.

Q. Was Forcey ever contacted and given an opportunity to inspect that rejected material?

A. I don't believe so.

Q. Well, you were aware that when you sent this to Brant Forcey, that his company, or Forcey Lumber, had paid for this material, right?

A. I'm sorry?

Q. When you sent these credit memos to Brant

Forcey, you w ware that his company, or Forcey Lumber, had paid for this material --

A. Right?

Q. -- you knew that?

A. Yes.

Q. Did you give Forcey Lumber an opportunity to inspect the rejects?

A. I don't remember. I can't recall if we had discussed it or not.

Q. Did Forcey Lumber ever have an opportunity to inspect anything other than the material that we saw at the factory the day we visited?

A. I don't believe so.

(Discussion held off the record.)

MR. TALADAY: I think he needs to add something to complete his last answer.

THE WITNESS: There was -- I do remember Brant actually being in the plant, and he was out there -- and this is, I think, when he was first becoming aware of the amount of rejects -- and he saw that very briefly. I wouldn't say that he inspected it, but he saw the pallets building up. And there was also supposed to be another time where Joe and, I think Brant, was supposed to come

in. They never called us about coming in to the meeting. They didn't show up. And I'm not sure why.

BY MR. NADDEO:

Q. A couple other questions. When we made the inspection of the material, the rejected material, that was cross referenced to various invoices for which you had rejection memos or slips, correct?

A. Correct.

Q. And in making notes of what was there and not there, would you agree that much of the material that had been rejected was no longer at the plant, as in we have notations "not there, not there, not there"?

A. I agree that some of them weren't there, but I want to add that it also may have been picked up by Joe Parsons. Maybe he had taken it back already, because I do know that had happened.

Q. But you don't know for a fact what happened to the material that wasn't there?

A. I don't. I do not.

Q. It may have been picked up by Joe Parsons?

A. It may have.

Q. It might have gone down to the chipper, too, right?
A. I can't say.
Q. I mean, that's an option.
A. It would be an option, but I know the way we've been doing things, we wouldn't just throw something out.
Q. Were you present on April 13, 2007 when Brant Forcey agreed to fill the open purchase order identified as Exhibit 7?
MR. TALADAY: I'm going to object to the form of the question. Just that I'm not sure that that's been established yet, that that occurred.
MR. NADDEO: Well, I'm asking if he was there.
MR. TALADAY: I think you need to ask him if it happened first.
MR. NADDEO: How would he know, if he wasn't there?
MR. TALADAY: I don't want to argue with you, Jim.
MR. NADDEO: Let me rephrase this.
Q. Did you participate in a conversation with Brant Forcey on April 13, 2007 where he agreed to fill the purchase order identified on

Exhibit 7?
A. I do not remember that agreement from him.
Q. But you do remember talking with Mr. Forcey on that date?
A. I don't remember if I talked to him on that date. I just -- the only thing about that date that I remember is sending the credit memos.
Q. Okay. Who is Jim Mortor?
A. Plant manager.
Q. Did you deliver the check identified as Exhibit 5 to Brant Forcey on April 13, 2007?
A. I don't -- I don't remember. I don't think I did.
Q. Did you observe Jim Mortor deliver the check identified in Exhibit 5 to Brant Forcey on April 13, 2007?
A. I don't. I can't recall. I don't remember.
Q. Assuming Joe Parsons picked up the material that wasn't there the day we visited the plant, would there be some report of that?
A. On his end?
Q. Well, no, on your end.
A. Yeah. It's still part of my credit memos

that I never was never paid for. And it was probably part of the --
MR. TALADAY: I'm not sure you're answering his question. I think his question is if Parsons picked up rejected material, would you have some record of that?
THE WITNESS: No, I don't keep a record of him picking up material.
BY MR. NADDEO:
Q. Does anybody in the company keep a record of material when it's picked up?
A. I can't answer that for everyone. I don't know.
Q. You don't know, okay. Thank you. That's it.
MR. TALADAY: Read and sign.
MR. NADDEO: We're going to offer the same exhibits for both depositions.
(Deposition concluded at 1:58 p.m. Signature was not waived.)

E R R A T A

I, ADAM LARDIERI, have read the foregoing deposition given by me on April 30, 2008, taken in the case of Forcey Lumber versus Edgemate, Inc.
This deposition should be corrected as follows:

PAGE	LINE	ERROR/AMENDMENT AND REASON:

Subject to these corrections, my testimony reads as given by me in the foregoing.
Signed this_____ day of_____, 2008.

_____
Adam Lardieri

COMMONWEALTH OF PENNSYLVA)
)
COUNTY OF _____)

On this, the _____ day of _____, 2008, before me as a Notary Public, the undersigned officer, personally appeared Adam Lardieri known to me to be the person whose name is subscribed to the within instrument, and acknowledge that Adam Lardieri executed the same for the purposes therein contained.

In witness whereof, I have hereunto set my hand and official seal.

My Notary Commission Expires:

_____
Notary Public

COMMONWEALTH OF PENNSYLVANIA)
)
COUNTY OF ARMSTRONG)

I, Susanna Englert, Notary Public within and for the Commonwealth of Pennsylvania, do hereby certify that before the taking of his deposition, the said deponent, ADAM LARDIERI, was by me first duly sworn to testify to the truth, the whole truth, and nothing but the truth, and that the above deposition was recorded in stenotype by me and reduced to typewriting under my direction.

I further certify that the reading and signing of the transcript of this deposition were not waived by the deponent and by counsel for the respective parties and that the said deposition constitutes a true record of the testimony given by the said deponent.

I further certify that I am not a relative or employee or attorney or counsel or financially interested directly or indirectly in this action.

I further certify that the said deposition was taken before me at the time and place specified in the notice.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal of office at Kittanning, Pennsylvania, on May 15, 2008.

Susanna C. Englert

_____
SUSANNA C. ENGLERT
NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Susanna C. Englert, Notary Public
City of Altoona, Blair County
My Commission Expires Apr. 17, 2010

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witness [1] - 53:12
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year [3] - 19:10, 20:25, 21:18
yield [1] - 16:2
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BILL OF LADING

#540

Veneer Resources Group

P.O. Box 1756 Jamestown, NC 27282
Phone: (556) 884-5982 Fax: (556) 554-5955

Date: 2-22-2007 PO# P001910

Shipper	Consignee
Veneer Resources Group	Edgemate
14-B N. Robbins Street	333 Closson Road
Thomasville, NC 27360	Roaring Springs, PA 16673

Pallet #	Specie	Footage	Spec #	Price
V289644	Poplar	39,657'	15	.14
V289650	Poplar	38,896'	15	.14

Shipper Certification:

Shipper Signature: Veneer Resources Date 2-22-2007

Received By: Paula Knapp Date 2-23 2007

EXHIBIT 1
WIT: H. Benjamin
DATE: 4-30-08
ASAP Court Reporting

Veneer Resources Group LLC.

Invoice

Veneer Resources Group LLC.
P O Box 1736
Jamestown, NC 27282

(336) 884-3962

DATE	INVOICE #
02/22/2007	540
TERMS	DUE DATE
2%- Net 10	03/04/2007

BILL TO
Edgemate, Inc
PO Box 72
Roaring Springs, PA 16673

SHIP TO
Edgemate, Inc
333 Closson Rd
Roaring Springs, PA 16673

SHIP VIA	P.O. Number
MSL	PO01910

Service	Description	Amount	Rate	Total
Poplar:Spec 15	- 289644	39657	0.14	5,551.98
Poplar:Spec 15	- 289650	38896	0.14	5,445.44

SUBTOTAL	$10,997.42
DISCOUNT (2%)	$ -219.95
TOTAL	$10,777.47

REMIT TO:
Forcey Lumber, Inc.
2020 Shiloh Rd
Woodland PA 16881

BILL OF LADING

541

Veneer Resources Group

P.O. Box 1756 Jamestown, NC 27282
Phone: (556) 884-3982 Fax: (556) 884-3985

Date: 2-22-20 PO# P0001861

Shipper

Veneer Resources Group
14-B N. Robbins Street
Thomasville, NC 27360

Consignee

Edgemate
333 Closson Road
Roaring Springs, PA 16673

Pallet #	Specie	Footage	Spec #	Price
310558	Cherry	37216	10	.19
310559	Cherry	48516	10	.19
310404	Maple	26180	15	.135
310627	Red Oak	45496	10	.105

Shipper Certification:

Shipper Signature: Veneer Resources Date 2-22-2007

Received By: Karla Kaiser Date 2-23 20 07

EXHIBIT 2
WIT: A. Benjamin
DATE: 4-30-08
ASAP Court Reporting Co.

Veneer Resources Group LLC.

Invoice

Veneer Resources Group LLC.
P O Box 1736
Jamestown, NC 27282

(336) 884-3982

DATE	INVOICE #
02/22/2007	541
TERMS	DUE DATE
2%- Net 10	03/04/2007

BILL TO	SHIP TO
Edgemate, Inc PO Box 72 Roaring Springs, PA 16673	Edgemate, Inc 333 Glosson Rd Roaring Springs, PA 16673

SHIP VIA	P.O. Number
MSL	PO01861

Service	Description	Amount	Rate	Total
Cherry:Spec 10	- 310558	37216	0.19	7,071.04
Cherry:Spec 10	- 310559	48516	0.19	9,218.04
Maple:Spec 15	- 310404	26180	0.135	3,534.30
Red Oak:Spec 10	- 310527	45476	0.105	4,774.98
			SUBTOTAL	$24,598.36
			DISCOUNT (2%)	$ -491.97
			TOTAL	$24,106.39

REMIT TO:
Forcey Lumber, Inc.
2020 Shiloh Rd
Woodland PA 16881

BILL OF LADING

TT 547

Veneer Resources Group

P.O. Box 1756 Jamestown, NC 27282
Phone: (336) 884-5952 Fax: (336) 884-5953

Date: 2 - 22 - 2007 PO# P0001981

Shipper

Veneer Resources Group

14-B N. Robbins Street

Thomasville, NC 27360

Consignee

Edgemate

333 Closson Road

Roaring Springs, PA 16673

Pallet #	Specie	Footage	Spec #	Price
26-2217	Ash	39617	10	.16

Shipper Certification:

Shipper Signature: Veneer Resources Date 2-22-2007

Received By: Kayla Kaag Date 2-23 2007

EXHIBIT 3
WIT: A. Benjamin
DATE: 4-30-08
ASAP Court Reporting

Veneer Resources Group LLC.

Invoice

Veneer Resources Group LLC.
P O Box 1736
Jamestown, NC 27282

(336) 884-3982

DATE	INVOICE #
02/22/2007	547
TERMS	DUE DATE
2%- Net 10	03/04/2007

BILL TO	SHIP TO
Edgemate, Inc PO Box 72 Roaring Springs, PA 16673	Edgemate, Inc 333 Grasson Rd Roaring Springs, PA 16673

SHIP VIA	P.O. Number
MSL	PO001981

Service	Description	Amount	Rate	Total
Ash:Spec 10	VRG-2217	39817	0.16	6,338.72

SUBTOTAL	$6,338.72
DISCOUNT (2%)	$ -126.77
TOTAL	$6,211.95

REMIT TO:
Forcey Lumber, Inc.
2020 Shiloh Rd
Woodland PA 16881

Veneer Resources Group
P O Box 1736
Jamestown NC 27282
Phone Number 336-884-3982
Fax Number 336-884-3983

Message:

To:	Edgemate, Inc	From:	Joe Parsons
CC:	Accounting Dept.	Date:	04-05-07

To Whom It May Concern,

In regards to Veneer Resources Group invoices 540, 541, 547, these invoices are Payable and remit to Forcey Lumber , Inc. as stated at the bottom of the invoice.

Thank You

Joe Parsons

EXHIBIT 4
WIT: A. Benjamin
DATE: 4-30-08
ASAP Court Reporting SC

Exhibit "C"

EDGEMATE, INC.
P.O. BOX 72
ROARING SPRING, PA 16673

M&T Bank
All the bank you'll ever need.
60-295/313

006719

CONTROL NO. 5740

DATE 3/20/2007

AMOUNT $41,749.54

FORTY-ONE THOUSAND SEVEN HUNDRED FORTY-NINE AND 54/100 US$

PAYMENT STUB

US FUNDS

Forcey Lumber Company, Inc.
2020 Shiloh Road
Woodland, PA 16881
USA

⑈006719⑈ ⑆031302955⑆ 8892643878⑈ ⑈0004174954⑈

Forcey Lumber Company Inc

FOR DEPOSITORY BANK USE ONLY

YOUR ENDORSEMENT IN THE ABOVE AREA ONLY
DO NOT SIGN, WRITE OR STAMP BELOW THIS LINE

BYD

SUBSEQUENT COLLECTING BANK USE ONLY

513753861
1172007
31000040 FRB-PHILA
MT=1900 TRC=1900 PK=30

02007
-PHILA
=5833 TRC=5811

04/26/2007 7:06:18 PM

EXHIBIT 5
WIT: H. Benjamin
DATE: 4-30-08
ASAP Court Reporting SCC

VENDOR Forcey Lumber Company, Inc. NO. 000719

OUR REF. NO.	YOUR INVOICE NO.	INV. DATE	INVOICE AMOUNT	AMOUNT PAID	DISCOUNT TAKEN
heck No : 6719	03/20/2007 1 ******		Total Check Amount	$41,749.54	******
V012929	541 Reinvoice	2/22/2007	$24,598.36	$24,598.36	$0.00
12930	540 Reinvoice	2/22/2007	$10,997.42	$10,997.42	$0.00
2931	547/555 reinvoi	2/22/2007	$6,153.76	$6,153.76	$0.00

Brant M. Forcey

From: Madison Sanz Ltd [msl644@northstate.net]
Sent: Wednesday, April 25, 2007 3:11 PM
To: brant@forceylumber.com
Subject: [Fwd: credits]

untitled-2.htm (2 KB)

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

Subject: credits
From: "Adam Lardieri" <ALardieri@edgemate.com>
Date: Wed, April 25, 2007 2:40 pm
To: "Madison Sanz Ltd" <msl644@northstate.net>

Joe,

Through today, I have credits totaling $23,398.34. The paperwork is done for those. We still have 609,000 SF of material that has not been looked at yet. The total amount of wood that has been brought in since we started doing these credits has a rejection rate of about 1.4%. It will probably take another month to look at everything so instead of dragging it out I am asking if we can take 1% of the addition 600,000 SF and consider it a $6,000 credit on its own. Anything that is credited in full all ready will be shipped back to you when we receive the credit. Please let me know if this is acceptable to you and I will be able to finish the process immediately.

Thanks,

Adam

EXHIBIT 6
WIT: A. Benjamin
DATE: 4-30-08
ASAP Court Reporting Sco

EDGEMATE

Purchase Order

Edgemate, Inc.
Roaring Spring Plant
333 E. Closson Road
Roaring Spring, PA. 16673 USA
Tel: 814-224-5137 Fax: 814-224-2534

Order Number	Order Date	Page
P002006	02-27-07	

Ordered From : Forcey Lumber Company, Inc.
2020 Shiloh Road
Woodland, PA 16881
USA

Ship To : Edgemate, Inc.
333 Closson Road
Roaring Spring, PA 16673
USA

All monetary values expressed in : US DOLLAR

Buyer	Terms	Acknowledge	F O B	Ship Via
ALARDIER	1.0%/10 days,Net 3		DESTINATION	MOST ECONOMICAL

Line No	Order Qty / Blanket Type	Our Item Number / Description / Comments	Your Item Number	Warehouse / Unit Price	Request Date / Unit Measure	Extended Price	Change / Cancel
001	50,000	1200074 RV EMD SPEC DOOR CHERRY F/C 1/42 7 FT.		0.1550 SF	4/16/2007	7,750.00	
002	80,000	1200049 RV EMD SPEC 15 DOOR MAPLE F/C 1/42 7 FT. SPECIAL EDGEMATE GRADE DOOR		0.1350 SF	4/16/2007	10,800.00	
003	50,000	1200047 RV EMD SPEC DOOR OAK RED F/C 1/42 7 FT. SPECIAL EDGEMATE GRADE DOOR COMBINATION OF QTRS AND HEARTWOOD.		0.1100 SF	4/16/2007	5,500.00	
004	28,000	1200220 RV ABP SPEC 10 WHT OAK RIFT 1/42 8 FT AB GRADE PANEL		0.2200 SF	4/16/2007	6,160.00	
005	40,000	1200219 RV ABP SPEC 10 WHT OAK 1/42 8 FT. AB GRADE PANEL		0.1400 SF	4/16/2007	5,600.00	

ATTN: TERRY
FAX: 814-857-7298

PO P002006 TOTAL IN US DOLLARS **35,810.00**

EXHIBIT 7
WIT: H. Benjamin
DATE: 4-30-08
ASAP Court Reporting SCe

THIS SHIPPING ORDER must be legibly filled in, in ink, in indelible pencil, or in Carbon, and retained by the Agent.

RECEIVE, subject to the classifications and tariffs in effect on the date of issue of this Shipping Order.

(Name of Carrier) Carrier's No.

From ATLANTIC VENEER CORPORATION

BEAUFORT NC 28516 USA

4/16/07 Pur. Order No.

Shipper's No. 41919

the property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated below, which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its route, otherwise to deliver to another carrier on the route to said destination. It is agreed, as to each carrier of all or any of said property over all or any portion of said route or delivery, and to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Straight Bill of Lading set forth (1) in Uniform Freight Classification in effect on the date hereof, if this is a rail or rail-water shipment, or (2) in the applicable motor carrier classification or tariff if this is a motor carrier shipment. Shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of lading, including those on the back thereof, set forth in the classification or tariff which governs the transportation of this shipment, and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

Consigned to Colgenate

Destination Roaring Spring, Pa. State 16673 County

(MAIL OR STREET ADDRESS OF CONSIGNEE – FOR PURPOSES OF NOTIFICATION ONLY)

Route Delivery Address *333 Clover Rd

(TO BE FILLED IN ONLY WHEN SHIPPER DESIRES AND CONTRACTS TRUCK TO DELIVER TO DESTINATION)

Delivering Carrier Car or Vehicle Initials PA 814 226 No. 5975

NO. PACKAGES	KIND OF PACKAGE, DESCRIPTION OF ARTICLES, SPECIAL MARKS, AND EXCEPTIONS	*WEIGHT (SUBJ. TO COR.)	CLASS OR RATE	CHECK COLUMN
8	Pallets of Veneer	20,008		
	Picked up on Company Truck			

Subject to Section 7 of the conditions of applicable bill of lading, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement. The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

(Signature of Consignor)

If charges are to be prepaid, write or stamp here, "To be Prepaid."

Received $ to apply in prepayment of the charges on the property described hereon.

Agent or Cashier

Per (The signature here acknowledges only the amount prepaid.)

Charges Advanced: $

C. O. D. SHIPMENT

C. O. D. Amt.

Collection Fee

Total Charges

*Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property. The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding

per Wayne

If the ability that the above named articles are properly classified, described, packaged, marked and labeled, and are in proper condition for transportation, according to the applicable regulations of the Department of Transportation.

ATLANTIC VENEER CORPORATION
BOX 660
AUFORT NC 28516 USA

permanent post-office address of shipper

Shipper per Eleanor Owens

Agent Russell Jones 2

Agent must detach and retain this Shipping Order and must sign the Original Bill of Lading.

EXHIBIT 8
WIT: H. Benjamin
DATE: 4-30-08
ASAP Court Reporting Sce

333 Clossen Road, Roaring Spring, PA 16673 Fax: 814-224-2534
E-mail: www.alardieri@edgemate.com Phone: 814-224-5717

Edgemate, Inc.

Fax

To: Brant	**From:** Adam Lardieri
Fax: 814-857-7298	**Pages:**
Phone:	**Date:**
Re:	**CC:**

☐ **Urgent** ☐ **For Review** ☐ **Please Comment** ☐ **Please Reply** ☐ **Please Recycle**

• **Comments:**

Brant,

The sheets with the V.R. heading are the credits that Joe has all ready agreed to pay for. The Edgemate sheets are the credits that have accumulated after Joe stopped sending confirmation of our credits. This is up to date as of the end of last week.

8916.42

Approved.

EXHIBIT 9
WIT: H. Benjamin
DATE: 4-30-08
ASAP Court Reporting Sce

2,595•68 +
1,885•94 +
475•16 +
1,456•02 +
142•72 +
149•76 +
1,195•04 +
603•92 +
199•08 +
4,264•80 +
1,022•90 +
475•16 +
1,852•16 +
728•50 +
1,103•32 +
151•04 +
312•50 +
017.....
18,613•70 *

Edgemate, Inc.
333 E. Closson Road
Roaring Spring, PA. 16673
814.224.5747 fax 814.224.2314

Debit Memo No. 4/10/07

Debit Memo

Supplier

Name	Veneer Resources - Joe Parsons
Address	14 - B North Robbins Street
City	Thomasville State NC ZIP 27360
Phone	336-476-3866 Fax 336-472-0239

Date	4/10/2007
Order No.	
Invoice No.	
Invoice dated	

Qty	Description	Unit Price	TOTAL
14,458	Hickory 10 Spec 8' AB Panels Vendor Pallet #310410 Edgemate Pallet #01897	$0.160	$2,313.28
2824	Cherry 10 Spec 8' AB Panels Vendor Pallet #310558 Edgemate Pallet #01898	$0.10	$282.40

Pallet # 310558

SubTotal	$2,595.68
Other credits	$0.00
Currency	US Dollars
TOTAL CREDIT	$2,595.68

Comments:

"Expect the Best"

Veneer Resources Group LLC.

Veneer Resources Group LLC.
P O Box 1736
Jamestown, NC 27282

(336) 884-3982

Credit Memo

DATE	CREDIT #
03/21/2007	581 credit

3/22 Adam- FYI

RECEIVED MAR 2 2 2007

CREDIT TO	SHIP TO
Edgemate, Inc PO Box 72 Roaring Springs, PA 16673	Edgemate, Inc 333 Closson Rd Roaring Springs, PA 16673

Ref Inv.#
541

Service	Description	Amount	Rate	Total
Cherry:Spec 10	• 310559	9926	0.19	1,885.94
			TOTAL CREDIT	$1,885.94

17512

CHECKED BY: DM | DUE DATE: credit | APPROVAL | TAX

VOUCHER NUMBER: VO 3022 | AMOUNT: 1885.94

2012. 102-00

Veneer Resources Group LLC.

Veneer Resources Group LLC.
P O Box 1736
Jamestown, NC 27282

(336) ~~884-3982~~

3193 Adam Pyle

Credit Memo

DATE	CREDIT #
03/22/2007	589 cr del

RECEIVED MAR 2 8 2007

CREDIT TO	SHIP TO
Edgemate, Inc PO Box 72 Roaring Springs, PA 16673	Edgemate, Inc 333 Closson Rd Roaring Springs, PA 16673

Ref Inv.#
540

Service	Description	Amount	Rate	Total
Poplar:Spec 15	• 289644	3394	0.14	475.16

17512

CHECKED BY	DUE DATE
	credit
	APPROVAL
VOUCHER NUMBER	AMOUNT
V013053	475.16

2012.102.00

	TOTAL CREDIT	$475.16

FAXED

Edgemate, Inc.
333 E. Closson Road
Roaring Spring, PA. 16673
814.224.5747 fax 814.224.2314

Debit Memo No. 4/9/07

Debit Memo

Supplier

Name	Veneer Resources - Joe Parsons
Address	14 - B North Robbins Street
City	Thomasville State NC ZIP 27360
Phone	336-476-3866 Fax 336-472-0239

Date	4/9/2007
Order No.	
Invoice No.	
Invoice dated	

Qty	Description	Unit Price	TOTAL
2,053	Hickory 15 Spec Door Length Vendor Pallet #7022102 Edgemate Pallet #01767	$0.140	$287.42
7264	Walnut 10 Spec 8' AB Panels Vendor Pallet #310687 Edgemate Palelt #01796	$0.10	$726.40
6803	Maple 15 Spec Door Length Vendor Pallet #310404 + Edgemate Pallet #01790	$0.065	$442.20 +
		SubTotal	$1,456.02
		Other credits	$0.00
		Currency	US Dollars
		TOTAL CREDIT	$1,456.02

Comments:

"Expect the Best"

Not on list

Edgemate, Inc.
333 E. Closson Road
Roaring Spring, PA. 16673
814.224.5747 fax 814.224.2314

Debit Memo No. 4/2/07

Debit Memo

Supplier

Name	Veneer Resources - Joe Parsons
Address	14 - B North Robbins Street
City	Thomasville State NC ZIP 27360
Phone	336-476-3866 Fax 336-472-0239

Date	4/2/2007
Order No.	
Invoice No.	
Invoice dated	

Qty	Description	Unit Price	TOTAL
3,811	Poplar 15 Spec Door Length Vendor Pallet #289650 Edgemate Pallet #01746 Purple lines, large dark lines and holes	$0.140	533.54

SubTotal	$0.00
Other credits	
Currency	US Dollars
TOTAL CREDIT	$0.00

Comments:

"Expect the Best"

333 Closson Road, Roaring Spring, PA 16673 Fax: 814-224-2534
E-mail: www.alardieri@edgemate.com Phone: 814-224-5717

Edgemate, Inc.

Fax

To:	Brant	**From:**	Adam Lardieri
Fax:	814-857-7298	**Pages:**	
Phone:		**Date:**	
Re:		**CC:**	

☐ **Urgent** ☐ **For Review** ☐ **Please Comment** ☐ **Please Reply** ☐ **Please Recycle**

• Comments:

Brant,

The sheets with the V.R. heading are the credits that Joe has all ready agreed to pay for. The Edgemate sheets are the credits that have accumulated after Joe stopped sending confirmation of our credits. This is up to date as of the end of last week.

8916.42

Approved

Veneer Resources Group LLC.

Veneer Resources Group LLC.
P O Box 1736
Jamestown, NC 27282

(336) 884-3982

RECEIVED FEB 2 7 2007

Credit Memo

DATE	CREDIT #
02/27/2007	562 credit

CREDIT TO	SHIP TO
Edgemate, Inc PO Box 72 Roaring Springs, PA 16673	Edgemate, Inc 333 Closson Rd Roaring Springs, PA 16673

Ref Invoice #
526

Service	Description	Amount	Rate	Total
Red Oak:Spec 1	• 310416	3568	0.04	142.72

PO# 186

2/27
ADAM,
FYI

17512

CHECKED BY: lm
DUE DATE: Credit
APPROVAL:
TAX:
VOUCHER NUMBER: V012418
AMOUNT: (142.72)

2012 102 00

3568 ft

TOTAL CREDIT	$142.72

RECEIVED MAR 0 2 2007

Veneer Resources Group LLC.

Veneer Resources Group LLC.
P O Box 1736
Jamestown, NC 27282

(336) 884-3982

Credit Memo

DATE	CREDIT #
03/02/2007	565

CREDIT TO	SHIP TO
Edgemate, Inc PO Box 72 Roaring Springs, PA 16673	Edgemate, Inc 333 Closson Rd Roaring Springs, PA 16673

Ref Invoice #
526

Service	Description	Amount	Rate	Total
Red Oak:Spec 1	• 310420	3744	0.04	149.76

17512

CHECKED BY	DUE DATE
dm	credit
	APPROVAL / TAX
VOUCHER NUMBER: V012549	AMOUNT: 149.76

2012 102.00

TOTAL CREDIT	$149.76

Veneer Resources Group LLC.

Veneer Resources Group LLC.
P O Box 1736
Jamestown, NC 27282

(336) 884-3982

Credit Memo

DATE	CREDIT #
03/02/2007	564

3/7 Adam pay.

RECEIVED MAR 0 2 2007

CREDIT TO	SHIP TO
Edgemate, Inc PO Box 72 Roaring Springs, PA 16673	Edgemate, Inc 333 Closson Rd Roaring Springs, PA 16673

Ref Invoice #
525

Service	Description	Amount	Rate	Total
Hickory:Spec 10	310408	7469	0.16	1,195.04

3/20 EH

17512

CHECKED BY	INVOICE DATE
	credit
	APPROVAL / TAX
VOUCHER NUMBER	AMOUNT
N01259	K1195.04

2012.102.00

TOTAL CREDIT	$1,195.04

Veneer Resources Group LLC.

Veneer Resources Group LLC.
P O Box 1736
Jamestown, NC 27282
(336) 884-3982

Credit Memo

DATE	CREDIT #
03/05/2007	567 credit

RECEIVED MAR 0 6 2007

CREDIT TO	SHIP TO
Edgemate, Inc PO Box 72 Roaring Springs, PA 16673	Edgemate, Inc 333 Closson Rd Roaring Springs, PA 16673

PO #
Ref # 526

Service	Description	Amount	Rate	Total
Cherry:Spec 15	- 310407	9291	0.065	603.92

17512

CHECKED BY	DATE	
	credit	
	APPROVAL	TAX
VOUCHER NUMBER	AMOUNT	
V012606	603.92	

2012 . 102 00

TOTAL CREDIT $603.92

Veneer Resources Group LLC.

Veneer Resources Group LLC.
P O Box 1736
Jamestown, NC 27282

(336) 884-3982

Credit Memo

DATE	CREDIT #
03/05/2007	568 credit

RECEIVED MAR 0 6 2007

3/6 Acct - PYI

CREDIT TO	SHIP TO
Edgemate, Inc PO Box 72 Roaring Springs, PA 16673	Edgemate, Inc 333 Closson Rd Roaring Springs, PA 16673

PO #

Ref # 526

Service	Description	Amount	Rate	Total
Red Oak:Spec 1	- 310409	4977	0.04	199.08

17572

CHECKED BY

EDI CARD credit

APPROVAL

VOUCHER NUMBER V012607

AMOUNT < 199.08

2012. 102.00

3/20 H

TOTAL CREDIT $199.08

Veneer Resources Group LLC.

Veneer Resources Group LLC.
P O Box 1736
Jamestown, NC 27282

(336) 884-3982

3/9
Adam
FYI

RECEIVED MAR 0 9 2007

Credit Memo

DATE	CREDIT #
03/08/2007	572 credit

CREDIT TO	SHIP TO
Edgemate, Inc PO Box 72 Roaring Springs, PA 16673	Edgemate, Inc 333 Closson Rd Roaring Springs, PA 16673

Service	Description	Amount	Rate	Ref Inv.# 536 Total
Maple:Spec 10	• 306951	26655	0.16	4,264.80

17512

CHECKED BY	DUE DATE
lhm	credit
	APPROVAL / TAX
VOUCHER NUMBER: V012700	AMOUNT 4264.80

2012, 102 00

3/20=H

TOTAL CREDIT $4,264.80

FAXED 4-6-07

Edgemate, Inc.
333 E. Closson Road
Roaring Spring, PA. 16673
814.224.5747 fax 814.224.2314

Debit Memo No. 3/22/07

Debit Memo

Supplier

Name	Veneer Resources - Joe Parsons
Address	14 - B North Robbins Street
City	Thomasville State NC ZIP 27360
Phone	336-476-3866 Fax 336-472-0239

Date	3/22/2007
Order No.	
Invoice No.	
Invoice dated	

Qty	Description	Unit Price	TOTAL
10,229	Cherry 15 Spec Door Length	$0.100	$1,022.90
	Vendor Pallet #310405		
	Edgemate Pallet #01734		
	Black marks, sugar		

SubTotal	$1,022.90
Other credits	$0.00
Currency	US Dollars
TOTAL CREDIT	$1,022.90

Comments:

"Expect the Best"

Edgemate, Inc.
333 E. Closson Road
Roaring Spring, PA. 16673
814.224.5747 fax 814.224.2314

Debit Memo No. 5/22/07

Debit Memo

Supplier

Name	Veneer Resources - Joe Parsons
Address	14 - B North Robbins Street
City	Thomasville State NC ZIP 27360
Phone	336-476-3866 Fax 336-472-0239

Date	3/22/2007
Order No.	
Invoice No.	
Invoice dated	

Qty	Description	Unit Price	TOTAL
3,394	Poplar 15 Spec Door Length	$0.140	$475.16
	Vendor Pallet #289644		
	Edgemate Pallet #01723		
	Black marks		

SubTotal	$475.16
Other credits	$0.00
Currency	US Dollars
TOTAL CREDIT	$475.16

Comments:
Cannot use for edging

"Expect the Best"

Edgemate, Inc.

INVOICE

333 Closson Road
Roaring Spring, PA 16673 814-224-5717

SOLD TO:
Joe Parsons
Madison Sanz/Veneer Resources

SHIPPED TO:
Same As Above

INVOICE NUMBER	32207
INVOICE DATE	03/22/07
OUR ORDER NUMBER	
YOUR ORDER NUMBER	
TERMS	
SALES REP	
SHIPPED VIA	
F.O.B.	
PREPAID or COLLECT	

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
25 hours	Time spent by Karla Keagy to repackage rejected/ unacceptable wood - 1 hr/day for 5 wks. - To be credited against Veneer Resources invoices.	12.500	312.50
		BALANCE DUE	312.50
		TAX	
		FREIGHT	
			$312.50 PAY THIS AMOUNT

Questions concerning this invoice?
Call: Suzanne McNally
814-224-5717

MAKE ALL CHECKS PAYABLE TO:

EDGEMATE, INC.

THANK YOU FOR YOUR BUSINESS!

17572

CHECKED BY	DUE DATE
	credit
	APPROVAL / DATE
VOUCHER NUMBER: V013431	AMOUNT: <312.50>

2012.102.00

Edgemate, Inc.
333 E. Closson Road
Roaring Spring, PA. 16673
814.224.5747 fax 814.224.2314

Debit Memo No. 4/2/07

Debit Memo

Supplier

Name	Veneer Resources - Joe Parsons
Address	14 - B North Robbins Street
City	Thomasville State NC ZIP 27360
Phone	336-476-3866 Fax 336-472-0239

Date	4/2/2007
Order No.	
Invoice No.	
Invoice dated	

Qty	Description	Unit Price	TOTAL
11,576	Maple 10 Spec 8' AB Panel	$0.160	$1,852.16
	Vendor Pallet #310602		
	Edgemate Pallet #01738		

SubTotal	$1,852.16
Other credits	$0.00
Currency	US Dollars
TOTAL CREDIT	$1,852.16

Comments:

"Expect the Best"

FAXED

Edgemate, Inc.
333 E. Closson Road
Roaring Spring, PA. 16673
814.224.5747 fax 814.224.2314

Debit Memo No. **4/4/07**

Debit Memo

Supplier

Name	Madison Sanz - Joe Parsons
Address	14 - B North Robbins Street
City	Thomasville State NC ZIP 27360
Phone	336-476-3866 Fax 336-472-0239

Date	4/4/2007
Order No.	
Invoice No.	
Invoice dated	

Qty	Description	Unit Price	TOTAL
1693	Cherry 11 Spec 10' AB Panels Vendor Pallet #309620 Edgemate Pallet #01786 Narrow	$0.065	$110.05
3807	Cherry 15 Spec Door Length Vendor Pallet #284322 Edgemate Pallet #01792	$0.065	$247.46
2650	Hickory 15 Spec Door Length Vendor Pallet #310281 Edgemate Pallet #01787	$0.14	$371.00

SubTotal	$728.50
Other credits	$0.00
Currency	US Dollars
TOTAL CREDIT	$728.50

Comments:

"Expect the Best"

Edgemate, Inc.
333 E. Closson Road
Roaring Spring, PA. 16673
814.224.5747 fax 814.224.2314

Debit Memo No. 4/10/07

Debit Memo

Supplier

Name: Veneer Resources - Joe Parsons
Address: 14 - B North Robbins Street
City: Thomasville State: NC ZIP: 27360
Phone: 336-476-3866 Fax: 336-472-0239

Date: 4/10/2007
Order No.:
Invoice No.:
Invoice dated:

Qty	Description	Unit Price	TOTAL
15,912	Red Oak 10 Spec 8' AB Panels Vendor Pallet #205139 Edgemate Pallet #02315	$0.035	$556.92
5464	Cherry 10 Spec 8' AB Panels Vendor Pallet #310557 Edgemate Pallet #02354	$0.10	$546.40
		SubTotal	$1,103.32
		Other credits	$0.00
		Currency	US Dollars
		TOTAL CREDIT	$1,103.32

Comments:

"Expect the Best"

FAXED 4-10-07

Edgemate, Inc.
333 E. Closson Road
Roaring Spring, PA. 16673
814.224.5747 fax 814.224.2314

Debit Memo No. **4/10/07**

Debit Memo

Supplier

Name	Madison Sanz - Joe Parsons
Address	14 - B North Robbins Street
City	Thomasville State NC ZIP 27360
Phone	336-476-3866 Fax 336-472-0239

Date	4/10/2007
Order No.	
Invoice No.	
Invoice dated	

Qty	Description	Unit Price	TOTAL
3776	Red Oak 15 Spec Door Length	$0.040	$151.04
	Vendor Pallet #284488		
	Edgemate Pallet #02308		

SubTotal	$151.04
Other credits	$0.00
Currency	US Dollars
TOTAL CREDIT	$151.04

Comments:

"Expect the Best"

Edgemate, Inc.
Credits Outstanding

8/29/2007

Date	Company	Inv/DM#	Amount
2/16/2007	Madison Sanz	2298	222.00
2/27/2007	Madison Sanz	2302	621.18
2/27/2007	Madison Sanz	2303	825.44
2/27/2007	Madison Sanz	2299	841.70
2/27/2007	Madison Sanz	2300	345.80
2/27/2007	Madison Sanz	2301	584.00
2/27/2007	Madison Sanz	2304	303.75
2/27/2007	Madison Sanz	2305	317.63
2/27/2007	Madison Sanz	2306	125.71
2/27/2007	Madison Sanz	2307	307.65
2/27/2007	Madison Sanz	2308	252.46
2/28/2007	Madison Sanz	2309	449.00
3/14/2007	Madison Sanz	2311	303.49
3/19/2007	Madison Sanz	2312	329.59
3/20/2007	Madison Sanz	2313	239.30
4/2/2007	Madison Sanz	2315	199.22
4/4/2007	Madison Sanz	4/4/2007	728.50
4/10/2007	Madison Sanz	4/10/2007	151.04
5/11/2007	Madison Sanz	5/11/2007	1,453.06
5/11/2007	Madison Sanz	5/11/2007	631.20
6/7/2007	Madison Sanz	6/7/2007-1	886.06
6/7/2007	Madison Sanz	6/7/2007-2	1,733.82
2/27/2007	Veneer Resources	562	142.72
3/2/2007	Veneer Resources	564	1,195.04
3/2/2007	Veneer Resources	565	149.76
3/5/2007	Veneer Resources	567	603.92
3/5/2007	Veneer Resources	568	199.08
3/8/2007	Veneer Resources	572	4,264.80
3/21/2007	Veneer Resources	581	1,885.94
3/22/2007	Veneer Resources	589	475.16
3/22/2007	Veneer Resources	3/22/2007	312.50
3/27/2007	Veneer Resources	3/27/2007	1,585.50
4/2/2007	Veneer Resources	4/2/2007-1	1,852.16
4/2/2007	Veneer Resources	4/2/2007-2	533.54
4/9/2007	Veneer Resources	4/9/2007	1,168.60
4/10/2007	Veneer Resources	4/10/2007	2,595.68
4/10/2007	Veneer Resources	4/10/2007	1,103.32
4/17/2007	Veneer Resources	4/17/2007	2,247.84
4/23/2007	Veneer Resources	4/23/2007	2,290.68
4/30/2007	Veneer Resources	4/30/2007	330.14
6/18/2007	Veneer Resources	6/18/2007	5,802.24
	GRAND TOTAL		40,590.22

EXHIBIT A

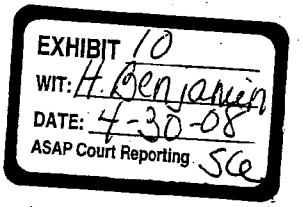

EXHIBIT C

IN THE COURT OF COMMON PLEAS
OF
CLEARFIELD COUNTY, PENNSYLVANIA

FORCEY LUMBER COMPANY, a corporation Plaintiff	:	
-vs-	:	NO. 2007 - 714 - CD
EDGEMATE, INCORPORATED a corporation, Defendant	:	CIVIL DIVISION
-vs-	:	
JOE PARSONS d/b/a VENEER RESOURCES GROUP, LLC, and JOE PARSONS d/b/a MADISON SANZ, Ltd. and VENEER RESOURCES GROUP, LLC, and VENEER RESOURCES GROUP, Ltd. Additional Defendants	:	

PROCEEDINGS:	Deposition of JAMES F. MORTER
DATE:	Wednesday, February 4, 2009 12:55 - 1:50 p.m.
PLACE:	Naddeo & Lewis, LLC 207 East Market Street Clearfield, PA 16830
REPORTED BY:	Maryann Cornelius Freelance Court Reporter Notary Public

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MARYANN CORNELIUS
Freelance Court Reporter
339 Southmont Boulevard
Johnstown, PA 15905
(814) 536-7405

COPY

APPEARANCES

JAMES A. NADDEO, ESQUIRE
TRUDY G. LUMADUE, ESQUIRE
Naddeo & Lewis, LLC
207 East Market Street
P.O. Box 552
Clearfield, PA 16830
Appearing on behalf of the Plaintiff
Forcey Lumber Company

MATTHEW B. TALADAY, ESQUIRE
Hanak, Guido and Taladay
528 Liberty Boulevard
P.O. Box 487
DuBois, PA 15801
Appearing on behalf of the Defendant
Edgemate, Inc.

I N D E X

DEPOSITION OF JAMES F. MORTER	PAGE
Examination by Mr. Naddeo	4
Certificate of Reporter	51

E X H I B I T S

DESCRIPTION	PAGE
Ex. No. 5 - Check to Forcey Lumber Company	32
Ex. No. 10 - Purchase Order P002006	40

STIPULATION

It is hereby stipulated by and between counsel for the respective parties that reading, signing, sealing, certification, and filing are waived, and that all objections except as to the form of the question are reserved to the time of trial.

EXAMINATION

BY MR. NADDEO:

Q Would you state your name, please.

A James Franklin Morter.

Q Mr. Morter, are you presently employed?

A Yes.

Q By whom?

A By Edgemate, Incorporated.

Q What is the nature of your position with Edgemate?

A I'm the plant manager.

Q Okay. Which plant?

A Roaring Spring, Pennsylvania plant.

Q Okay. I understand that the company has more than one plant?

A That's correct, yes.

Q So, when you say you're the plant manager?

A I'm at Roaring Spring --

Q It's at Roaring Spring.

A -- because we do have a plant manager at the Everett plant.

Q How long have you been the plant manager at Roaring Spring?

A As plant manager, a little bit over two years. I actually took over as plant manager in December of 2006.

Q Prior to December of 2006, what was your position with Edgemate?

A I was the sales manager.

Q How long had you been the sales manager?

A As sales manager, that was since 1998.

Q All right. So your employment with Edgemate, did it start in 1998?

A No.

Q So you were employed by Edgemate prior to '98?

A Correct.

Q In some other capacity?

A In a different position, that's right.

Q Okay. So you have had various positions with Edgemate?

A That's correct.

Q Dating back to when?

A 1985.

Q So you first went to work for that company in 1985?

A That's right. But it wasn't just Edgemate, we were owned by Westvaco at that time, we were a division of Westvaco.

Q Okay. Let's focus just on Edgemate. When did the company -- when did it become Edgemate?

A Actually just when we went off on our own, Edgemate?

Q Yes.

A 1995, of October.

Q All right. What was your job in 1995?

A In 1995 I did purchasing, but I'm trying to think at that point. In 1995 I was -- I was customer services manager in 1995.

Q And you became sales manager in '98?

A That's correct.

Q And you continued as sales manager until December of 2006?

A Yes.

Q Do I have that progression correct?

A Yeah.

Q And that's when you became plant manager?

A Uh-huh.

Q And specifically of the Roaring Spring facility?

A Yes.

Q As plant manager, what were your -- what are your job duties?

A I -- pretty much I'm in charge of the whole plant. I mean, that's pretty broad, I guess. You know, the day-to-day running of the plant, whether it's with, you know, seeing the production through. My main focus is probably -- of course, we're making, we're a manufacturer, we make a product and I, more or less, do the quality control. And then again, you know, the -- I'm involved with the staffing of the plant, you know, from a laborer's standpoint. I'm also -- probably my biggest thing I'm in charge of, I mean, of the realm of the plant so that we're efficient and our company makes money. I'm involved with controlling the yields, or I should say controlling, watching over them, that we're doing what we're supposed to do in order to make a viable, good product.

Q Does your job as plant manager include the supervision of receiving and handling materials?

A Yeah, I would be involved with that, yes.

Q Okay. Does your company require veneer to produce its product?

A Yes.

Q You would be in charge, or you would then supervise the receipt and disposition of the veneer that is shipped to your plant, is that --

A Yes.

Q That would be part of your job?

A Uh-huh.

Q Okay.

A I mean, I have people under me that answer to me for that, but I'm aware of what's coming in the door, or what's going on, or what's supposed to come. I mean --

Q I believe my question was, do you supervise that?

A Yes.

Q Right. As opposed to actually physically do it?

A Yes.

Q You don't unload it off the truck?

A No.

Q And you don't count it or spec it or anything like that?

A No.

Q You have people under you who do that?

A That's correct.

Q But you do supervise that entire operation?

A Absolutely, yes.

Q Okay. And once the material is received and inspected, you also supervise transitioning it into a final product, correct?

A Yes.

Q Now during the course of your tenure as plant manager, were you aware that veneer was being purchased from a gentleman by the name of Joe Parsons?

A Yes.

Q Okay. Were you familiar with any of Mr. Parsons' affiliated companies? Do you understand the question?

A No.

Q Okay. Did Mr. Parsons operate under any names, business names other than Joe Parsons?

A I don't know.

Q You would have no --

A No knowledge of that.

Q Have you ever heard of Veneer Resources?

A Yes.

Q Do you know whether Mr. Parsons operated under the name Veneer Resources?

A Yes.

Q Okay. Did you ever hear of a company known as Madison Sanz Limited?

A Yes.

Q Do you know whether Mr. Parsons operated under that name --

A Yes.

Q -- designation?

A Yes.

Q Okay. So you are familiar with some of the business names --

A Names, yes.

Q -- that Mr. Parsons used, correct?

A Yes.

Q And you are aware that your company, Edgemate, purchased veneer, raw veneer products from him?

A Yes.

Q Now, when a product comes into the plant, and let's specify veneer, does somebody sign for it and document that the product has been received?

A Yes.

Q I'm going to show you what has been previously identified as Exhibits 6, 7 and 8. Would you take a look at those Exhibits (indicating) for me?

A (Witness complies). Okay.

Q Each of the Exhibits identified as 6, 7 and 8 consist of two pages?

A Uh-huh.

Q Correct?

A Yes.

Q One page would appear to be an invoice?

A Yes.

Q And one page, I'm not sure what I would -- a bill of lading?

A Well, yes, or a pack list.

Q A pack list?

A Uh-huh.

Q Okay. We would refer to the first page as a pack list?

A Uh-huh. Yes.

Q Now on the pack list a name appears with a date that the pack was received?

A Yes.

Q Is that how you track material that comes into the plant?

A Yes.

Q With the pack list?

A And matched up to our P.O., to a purchase order. You know, I mean, something comes in the door, and if it doesn't have a purchase order on it then, obviously, we're not receiving it.

Q Okay.

A I mean, that means we have, obviously, ordered it.

Q All right. Once the material comes in the door --

A Uh-huh.

Q -- and a pack list is generated, what is the next step, what do you do with that information?

A Well, I mean, you're saying, yes, we're receiving it in the door. But we -- we actually go over, and then on this particular material, it's veneer or flip stock coming in the door and several logs in a pallet, we actually mark each pallet that they're tagged. And then also what we're doing is

to -- obviously, if you see some of these here (indicating), you have like 39,000 square feet, 38,000 square feet, we have to mark those, we're marking those on the skid. Plus, the other thing, that's our way of receiving. Now, again, we don't go through the whole skid to confirm and measure -- do a measure because that's a lot of material. But we can usually look at a skid -- I can go out and say, yeah, that probably has, roughly, 20, and that has 30 just to say that we really get what we ordered, or what the pack list says, okay?

Q I was thinking -- I'm sorry, go ahead.

A Well, anyway, it comes in the door and we receive it, but we don't just pull it off the truck and then put it over here and say, okay, well, yeah, we'll take what the pack list says. We're actually -- again, we don't actually go through it at that point in time and count it, but our people are experienced enough, they know if they got 39,657 square feet of poplar on that one, if that's in the one pallet, okay?

Q Okay. So it comes in the door, we take the pack list, we eyeball the material --

A Uh-huh.

Q -- to make sure that it contains what it's supposed to, we then sign a receipt that it's received?

A Correct.

Q Does this pack list then go to the main office for further paperwork?

A Yes, it does. It's actually, again, like you said, it's just people out in the plant that are pulling it off the truck. It does go into our purchasing and then we have to receive that purchase order, or whether it gets closed out or if it's a partial. But that's additional -- going to our materials manager and then he matches it up to the P.O. and then says, okay, well, there, we got it in and it goes into the, you know, the computer system.

Q Okay. So there is some paperwork in addition to the paperwork that goes out on the factory floor?

A Oh, yeah.

Q Correct?

A Yes.

Q Okay. Now you and I some time ago had an extensive discussion on the grading process, do you remember that?

A Yup. You came to the plant.

Q Right.

A Probably about a year ago, roughly.

Q Yeah, it's been awhile.

A It was cold out, I know that. Probably in January, I think, of last year.

MR. NADDEO: Let's go off record.

(Discussion held off record.)

BY MR. NADDEO:

Q At any rate, we did discuss at some length what

happens in the grading process?

A Correct.

Q And how you deal with veneer that is, I'll call substandard?

A Uh-huh.

Q Correct?

A Yes.

Q Okay. And let me just review that for the record to be sure if my understanding is correct. When the veneer comes in, you do have graders who work for Edgemate?

A Yes.

Q The graders determine whether the veneer meets Edgemate's specifications?

A Yes.

Q And if the material does not meet Edgemate's specifications, the next problem is to dispose of it in some way, you've got to do something with it?

A Yes.

Q And "dispose" may be a harsh term.

A Well, yes.

Q You have to do something. And it's my recollection that you notify the supplier and give the supplier an opportunity to retrieve the material that does not meet specifications?

A Yes.

Q Is that right?

A Uh-huh.

Q Okay. And if the buyer does not retrieve the material at some point it is destroyed?

A Yes.

Q Okay. I think your term was, "we put it in the chipper?"

A Yeah, the grinder.

Q Grinder, chipper?

A Chipper, grinder, it is destroyed, yes.

Q Whether it's a chipper or grinder isn't going to drive the end result of this case. If you want to call it a grinder, I'll call it a grinder.

A Okay.

Q Now, do you keep any records at that point of how much the total pallet did not meet specifications?

A Yes.

Q What type of record do you keep?

A We have a -- and this is for everything, it doesn't have to -- this is our yields, where we get our yields from. We watch every -- when we open that pallet up and it's been scheduled, okay, to run for whatever product we're going to make or whatever species of wood because -- remember, I said when it comes in the door we have every pallet marked out in the plant. And when we pull that pallet -- our people are

told what pallets to pull and to start from a grading standpoint. We have a work order. We have several work orders at different parts of the plant that go through until that's a finished product, okay? Well, that work order -- you know, say, again, we use that poplar as an example has 39,000 square feet on it, that's another place where we get to at that point in time to really check and see, well, did our supplier give us close to that 39,000 because it's all measured when it goes through, okay, when they're grading. But that work order goes through, they know that pallet has 39,000 square feet in it. And then from there they do each book, okay? A book is a -- you saw those?

Q Yes. Go ahead, explain.

A What the book was, it was a dimensional size with so many leafs in it. Now, like I said, there might be 150 books on that whole log. But when the book -- each book is -- has a dimension on it, width and length and total square footage on it. Well, again, if we're setting those aside, like what you're saying was scrap that we can't use, again, after that pallet's completely done, the work order's done up, well, 39,000, yeah, we did have, it looks like we had about 39,000 square feet in the pallet. 10,000 square feet got set aside, the other 29,000 square feet is going to continue running through the system, that meets our specs.

Q Okay. Now, how do you know whose veneer it is?

A Because it's marked on the pallet.

Q Okay.

A Along with that when we -- when I told you, like I said, when it comes in the door we would have, you know, Veneer Resources, this is poplar, it's for paneled grade veneers 'cause we do edging as well. There's different dimensions between the two and we say what species of wood it is so it's -- it's an array of information that we keep.

Q Okay. Which is attached to each book in the pallet or just the pallet in general?

A No, just the pallet in general.

Q Okay.

A But the pallets -- well, probably not all of them, but I'd say just about every supplier too. I can walk right out in the plant and look at everybody's pallet and say, hey, that's from so and so. I mean, they're well marked too on their own before we even -- we do it, more or less for internal, like it's our inventory.

Q All right.

A You know, our raw inventory is what we're mainly -- we're looking at the numbers.

Q And this process, it sounds to me, and you don't have to agree with this, it's important for a couple of reasons; one, is to keep track of the yield, right?

A Yes.

Q Okay. So I've got 39,000 square feet of poplar, I have to keep track of my yield and that requires me to know how much of it was useable, right?

A Yes.

Q So it's necessary, you do this for that reason?

A For that reason, yes.

Q Okay. Let's make it a round figure. I got 40,000 square feet --

A Okay.

Q -- 5,000 is reject so I know that my yield from this particular pallet is going to be 35,000 square feet which can produce X amount of product?

A At that point in time. It still has to go through a lot more, there's a lot more process that -- where I'm going to have a lot more waste.

Q Well, I understand that.

A But at that point in time just my yield -- my yield off my -- from the raw material off the log at that point, yes, I'll get a yield.

Q Okay.

A And it is, I'll just for the record, it's a lot worse than five percent. I wish it was, but --

Q All right. The other thing that you would -- reason you would have to do that is so you would know what supplier gets docked for the material that is out of spec?

A Correct.

Q Right?

A Yes.

Q And some kind of record is kept of that also?

A Yes, it's on the work order.

Q All right. After you generate the work order, okay, which has the information we've discussed, where does the work order go?

A Okay. At that point, when that work order is done before another one starts in the process, it will -- the supervisor takes and does all the tallying of the information and it's brought into our office and given to the schedular.

Q Okay. At any point is it given to somebody in the office?

A Yeah, me.

Q You?

A Under a certain circumstance. If it falls -- if it falls below a certain percentage yield. In other words, we have thresholds. If it's bad, I get it first and I've got to sign off on it. Plus, then I'm out in the plant seeing why it was -- why it became bad. So I could -- I could actually see it and look at it first.

Q Again, I'm still trying to track that work order. I mean, I got that work order and it says so much of it is below specs. Who do you give that to, does somebody keep that

record of the work order?

A Yeah. It's a printed up page out of a -- that comes out of the computer. You know, they're actually -- I mean, it's all done in the computer, but then we print the copy off. It goes right out on the floor. There's a supervisor in that department, in the grading, and that supervisor has all those work orders. And in this case it's a woman right now, okay, and she has those. Like we schedule -- it's from the schedule. We're scheduling our plant, we're scheduled five and six weeks out, okay? So she knows coming up on a certain week, she might have 20 work orders to work off of and it's in no -- it's in no particular order. She just knows that she's got to get those 20 work orders run this week, okay?

Q Okay.

A But when she -- she's the one, she can go in and she prints her own work orders up. She can actually print them up. She just goes in and looks, like towards the end of the week and says, oh, okay, I've got to print -- do these all next week.

Q Okay. Let me see. If I had my hands on one of those work orders --

A Okay.

Q -- would it tell me, number one, who generated the veneer, which supplier?

A No, not at that point.

Q Okay.

A It's not -- the only thing, what you're getting at, it tells her on there what pallet to go pull, okay?

Q It would be a pallet number?

A Yeah, and it has a pallet number on it. Then you go back and she pulls that pallet number. Now, when she pulls that pallet, then she could say it's so and so's wood.

Q But is that noted on the work order?

A Uh-uh.

Q Okay. So except for the number --

A No.

Q Except for the number we don't know who generated the veneer?

A Or you mean who the vendor was --

Q Yeah.

A -- that we bought it from?

Q Yeah.

A No.

Q So that vendor pallet number 259 is Joe Parsons?

A Don't know that at that point.

Q Okay.

A On the work order, no.

Q Does it ever get put on the work order?

A No, sir.

Q How do you know who to back charge for the part that

was below spec, how do you keep track of that?

A Yeah. Because when they bring the work order in, that pallet, remember, I told you has a card on it that tells everybody. That card comes in with the pallet and says whose wood it is that we've put on the pallet. Plus, another thing, too, my schedular has an Excel spreadsheet because it's not in the BM system that we run off of. And that Excel spreadsheet goes down and has every pallet number so that poplar, 39,000 square feet, and it tells who the vendor is that we got the wood from.

Q So ultimately some kind of spreadsheet is generated?

A Well, no, not gen-- just one, we only use one --

Q Okay.

A -- and that's the schedular.

Q Okay.

A That helps him keep his inventory is what it's doing. You know, like when we have X amount of wood to run for a product and then if we're getting low, he helps the materials manager say, hey, I'm getting low on X amount of wood here, poplar, panel grade, you need to -- do you have any, you know.

Q I want to talk about the spreadsheet a minute, okay?

A Uh-huh.

Q Somebody transitions the information concerning the raw material onto a spreadsheet?

A Yes.
Q That spreadsheet will identify the supplier, right?
A Uh-huh.
Q The pallet number?
A (Witness nods head).
Q What was supposed to be there?
A Yes.
Q And what was actually there, including -- less any rejects?
A Yes.
Q Now, where do those spreadsheets go?
A Well, wait, what did you say about rejects? It doesn't say anything about rejects. The Excel spreadsheet is raw material that comes in the door, I get X amount in the door, okay?
Q Okay.
A We use Veneer Resources, Joe sends in six pallets. I number them, all six pallets. Each pallet for easeability has 40,000 square feet on it. On that Excel spreadsheet there's six pallets then numbered on there with a number that has 40,000 square feet each, okay? But at that point all I know is that I have 40,000 square feet, we haven't went through the pallets yet to determine if there's anything credited or bad material at that point.
Q So you do that sometime afterwards?

A Yes.

Q Once you determine that, do you then connect the reject, the material to a specific number or supplier?

A To a supplier.

Q How do you do that?

A When the supervisor's out there, okay, we actually have, when we're grading, to understand the grading, I don't know if you remember the grading tables they had. They had the material off -- after the grading station of the so-called good material, if there's any bad material, there's a table setting off to the side.

Q What record is generated between the good and bad material?

A On the work order. On the work order is what tells me. Now, again, let's use 40,000 square feet, ten of it is bad. So I'll end up after that whole pallet is used, there will be a table to the side that has 10,000 square feet on it. Now, when that -- so that pallet's completely done, the work order is done, it comes into the office with the tag number off the pallet that tells who the vendor was, who the supplier was. They bring that in and then it has all the numbers, hey, we got 30,000 good, 10,000 bad. And then also that's where it's given to -- the materials manager looks at it and also my schedular who does the Excel spreadsheet 'cause he now wants to deduct that pallet off of his inventory, so instead of

having six pallets now, he only has five, okay?

Q Right.

A But the materials manager -- I'm also now, again, if it fell under that threshold, I'm looking at it and going, geez, what the heck happened. Well, this is the problem. And then I give it to the materials manager because he's going to look at it and say, well, geez, there it fell under, look at how much waste we have. I call the -- whatever supplier it is, call him up and say, hey, you need to come in and look, we had a lot of waste here. You know, obviously, we're looking for a credit --

Q Okay.

A -- or it goes to the chipper. They tell us what to do with it.

Q All right. I want to talk about that, but before I get there I still want to know what happens to that record that we generate to keep track of the inventory and how much of the pallet was useable and how much was not useable?

A That record is on the work order.

Q Okay. And that work order ultimately goes to the office?

A Yes.

Q And you think that the information from that work order is then somehow placed on the computer, if you know. I don't know, I'm asking.

A Wait, say it again. The information?

Q The information from the work order, once it goes to the office, is it put into a computer?

A Yeah. Because he has to complete -- the scheduler does, he sends it in. He has to complete the work order out and close the work order, so that's where the information is put in on the system, that's correct, on the computer.

Q Are you sure?

A Yes.

Q Okay. So, if I were to look at the computer, I ought to be able to find on any given day who provided the product, how much of it was useable and how much of it was rejected?

A Yes.

Q You're sure? Have you ever seen that document, have you ever seen --

A I've seen the work order documents, yeah.

Q So you've actually seen that on the computer?

A Yes.

Q What happens to the raw material, and by raw material I mean the work order before it goes -- after it goes into the computer, is that saved or destroyed?

A Say it again.

Q The work order. Once the work order goes to the office and the information is placed into the computer, okay?

A Okay.

Q What happens to the work order, does somebody save that?

A We save those.

Q Oh, you do?

A Yes, for awhile.

Q Do you know how long they save them?

A How long they save them for?

Q Yeah.

A If I could give a -- I mean, I can give you a time period, it's probably months, I mean, until -- I mean, I think it's sometimes until probably his file gets full and then he cleans it out somewhat, but it's months.

Q I don't want you to speculate. I mean --

A Okay.

Q -- if there's a policy that we keep work orders for six months, I'd like to know, but if you really don't know how long.

A No policy on it on a time frame.

Q All right. So you really don't know how long they keep the work orders. You know they keep them for some period of time?

A Yes.

Q And you're speculating that it might be months?

A Yes.

Q For all you know it might be hours or minutes or weeks?

A No. I can -- I don't say speculation, it's months.

Q Okay. But you don't know how many months they keep it?

A No.

Q But it is in the computer?

A Yes.

Q And you've actually seen the information on the computer?

A Uh-huh. Yes.

Q Does the computer generate some kind of spreadsheet with that information on it?

A No.

Q What does the computer generate?

A It's closing it out, that work order. If you don't close the work order out, it's going to be hanging out there forever. Because we have work orders, you know, coming through the plant so it has to close it out.

Q Now you're aware that Edgemate was having some problems with material, specifically veneer that it had purchased from Mr. Parsons?

A Yes.

Q And you know that's why we were at the plant, maybe a year ago in the winter?

A Yes.

Q Right?

A Yes.

Q Okay. Now based on the procedure that you've described to me, you would have been involved in evaluating the extent to which that veneer did not meet specifications, is that right?

A Yes.

Q At the end you're the ultimate person, you're the arbiter of, after it's gone through inspection, you then go out and look at it to make sure somebody hasn't overreacted and set aside material that maybe could have been or should have been used?

A Yes.

Q Right?

A Yes.

Q Okay. Now getting back into February of 2007, do you -- can you tell me in percentages how much of the material that you were receiving from Mr. Parsons failed to meet specs? Now that's a question that you might not be able to answer, and if you don't know you should say I don't know.

A I don't know.

Q If you can give me a percentage, I would like to know.

A Well, again, do you want me to speculate?

Q No.
A You want an exact?
Q No, no, no, no, no. You were looking at the stuff, right?
A Yes.
Q And you would look at the stuff on a daily basis, if necessary?
A Yes.
Q What I'm asking you is, do you know approximately what percentage of the material shipped by Mr. Parsons was being rejected?
A At that point in time, no, 'cause I can't give you an exact.
Q All right. Do you have an estimate?
A I can give you -- do you want me to give an estimate?
MR. TALADAY: Only to the extent that you can do that with any degree of accuracy, but you don't want to guess.
BY MR. NADDEO:
Q An estimate is not necessarily -- when I ask for an estimate, I'm not asking for ten percent and you better take it to the bank, okay?
A Uh-huh.
Q I'm asking for a reasonable estimate based on your

experience.

MR. TALADAY: His question is a fair question, if you can answer it.

THE WITNESS: I can answer it, yeah.

MR. TALADAY: Well, go ahead.

THE WITNESS: At that point in time when we saw that his quality of the veneer was not meeting our specs and going downhill it was over 50 percent.

BY MR. NADDEO:

Q Okay. But that would then -- that should be reflected on the work orders and the information in the computer?

A Yeah, that we had started to use and run, that's correct.

Q Okay.

A Yes.

Q Do you know what happened to the rejected material from Mr. Parsons in that time frame from February of '07 through June of '07, do you know what happened to the rejected material?

A February '07 to June '07, yes, I do.

Q What happened to it?

A We kept it.

Q Do you still have it?

A No.

Q It was eventually picked up by Mr. Parsons or destroyed?

A No, destroyed.

Q And you didn't destroy it until after we visited the plant and looked at it?

A Oh, yes, it was way after. I mean, it was after June of '07, it was well after when we had it. Because we had it, storing it there, and it was taking up a lot of room.

Q When we visited the plant --

A Uh-huh.

Q -- was all of the rejected material still at the plant?

A Yes.

Q And that's the material that was inspected and photographed?

A That you did some of it, yes.

Q And we would identify that material from the pallet numbers?

A Yes.

Q And then correlate those pallet numbers to Mr. Parsons?

A Yes.

(Check to Forcey Lumber Company, previously marked as Exhibit No. 5.)

BY MR. NADDEO:

Q I'm showing you a document (indicating) that has been previously identified as Exhibit Number 5, all right? Have you ever seen that document prior to today?

A No.

Q Okay. Did you have occasion to deliver a check to Brant Forcey?

A Me, personally?

Q Yeah.

A No.

Q Were you present when somebody else delivered --

A Yes.

Q -- a check to Mr. Forcey? Okay. Do you know whether it is the -- or was the check identified in Exhibit 5?

A I do not know.

Q All right. But you did see a check delivered to Mr. Forcey?

A I saw something delivered to him.

Q Okay. When I say Mr. Forcey, would that be the gentleman to my right, Brant Forcey?

A Yes.

Q Okay. You know this gentleman to be Brant Forcey?

A Yes.

Q When something was delivered to him, where did that delivery take place?

A Upstairs in our conference room.

Q Okay. Who was present when the delivery took place?

A I believe -- now, again, this is about two years ago. I believe it was just myself, Brant, and I believe Adam, Adam Lardieri. I think that was it.

Q Do you remember when that meeting took place?

A I'm going to -- I believe from, again, it was approximately coming up on -- I believe it was March of '07, but the date, I don't know.

Q Could it have been April of '07?

A Yeah. I mean, yeah, as best -- again, we're coming up on two years ago. I thought it was the end of March. The first of April, it could have been, yeah.

Q Okay. And this delivery was made in the conference room at your Roaring Spring plant?

A Yes.

Q And there were three people present, being Mr. Brant Forcey, you --

A Yes.

Q -- and Mr. Lardieri?

A Yes.

Q But it's your testimony that you didn't hand any check to Mr. Forcey at that meeting?

A Yes.

Q Does that mean that Mr. Lardieri handed a check to him at that meeting?

A Again, you can speculate that. I just really can't remember who actually handed him the check.

Q All right.

A I don't -- you know, I mean, to truly say, I don't know.

Q Listen, that's okay. Could it have been you?

A No.

Q All right.

A I definitely know I didn't.

Q For sure it wasn't you?

A Yes.

Q All right. So you're not speculating about that?

A Absolutely not.

Q Okay. There was only three people in the room, right?

A Uh-huh.

Q So, if it wasn't you, there is only one person left to have given him the check, right?

MR. TALADAY: Well, again, I have to object to the form of the question --

MR. NADDEO: All right.

MR. TALADAY: -- because the question assumes that he was given a check at that meeting and I don't know that he's confirmed that or not.

BY MR. NADDEO:

Q Well, let's talk about this piece of paper. Somebody handed Mr. Forcey a piece of paper at that meeting?

A Yes.

Q We agree with that?

A Yes.

Q We agree it wasn't you?

A Yes.

Q The only other person from the company at that meeting was Mr. Lardieri?

A I just said that that was the only one that was in the room present at that time.

Q Yeah. When the paper was handed over, right?

A Right. No, no, I don't -- that's what I'm saying. We were in the room, but, I mean, whose -- I don't know if someone came and walked down the hallway and handed him a check and walked back. I don't -- that's what I mean, that's all I'm saying. I can't remember if Adam actually even handed him the check.

Q All right. Well, now wait a minute, we don't want to call it a check 'cause you told me you didn't know what it was.

A A piece of paper.

Q A piece of paper.

A I really didn't know, that's right, a piece of paper.

Q Yeah, we don't want to get confused. All right. Exhibit Number 5 has a legend on it marked payment stopped, would you agree?

A Yes.

Q Do you have any information concerning the stop payment on this check?

A No.

Q You have no idea why payment was stopped?

A No.

Q Do you have any idea who directed that the payment be stopped?

A Well, that's kind of open-ended. I mean, give me a time frame. At that point in time or what point in time?

MR. TALADAY: He's just asking you do you know who directed the payment be stopped?

THE WITNESS: Yes, I do now --

MR. NADDEO: Oh, okay --

THE WITNESS: -- but I didn't then.

MR. NADDEO: -- you didn't then?

THE WITNESS: That's all I'm getting at, I do now.

BY MR. NADDEO:

Q But since payment was stopped you've received information which causes you to believe you know who directed the stop payment?

A Yes.

Q Who was that?
A Harry Benjamin.
Q How do you know that?
A I was told that.
Q By whom?
A At that point whenever I came about? Actually, yeah, it wasn't by word of mouth from Harry to me, it would have been Lisa.
Q Lisa White?
A Fister. Well, it was White then, now she's married, Lisa Fister, her married name.
Q So Lisa told you that the check was -- that somebody had stopped payment on the check?
A Uh-huh.
Q Did she tell you why payment had been stopped?
A No.
Q Have you learned, have you gained any information since the payment on the check was stopped as to why it was stopped?
A No. Because that's not my department, I don't --
Q That's okay.
A -- they don't discuss that with me.
Q On the day that you and Mr. Lardieri met with Brant Forcey, what was the -- was there any discussion among the three of you?

A Back on that day. Well, from my end I think the only thing that we discussed on that day, that particular day was we had P.O.s, a P.O. in with then Veneer Resources, and he was supposed to be sending us a load of wood and which was already supposed to have been ready to go, but come to find out Joe was at Atlantic Veneer in North Carolina picking our -- you know, our veneer order out that we had ordered while Brant was there, I believe that day. I'm not even sure if your father was down there with him because you talked to him on the phone. But that's what we discussed from a production end, you know, side of it. I said, you know, where's my P.O. that we have had ordered since February.

Q Okay. And you were -- that was a topic of discussion between you and either Brant, or Brant and his father?

A Well, his father wasn't there.

Q Well, I thought you said he had --

A I said it was via phone.

Q Oh, okay.

A He called him -- well, he tried, he had someone on the phone. I figured he had talked to his dad, and the only other person then present when we had been talking this stuff would have been Adam Lardieri.

Q So it's your recollection that the, at least from your perspective, the conversation centered around veneer that

the Forceys were to provide to Edgemate?

A No.

Q Oh.

A The veneer that Joe Parsons was to provide because the P.O. was -- we ordered. At this point I don't even know about Forcey; I mean, other than being introduced to him. I mean, at this point I'm getting a wood in a P.O. from Veneer Resources and Joe is down picking the wood out for us on that day.

(P.O. 002006, previously marked as Exhibit No. 10.)

BY MR. NADDEO:

Q I'll show you a document that's been marked as Exhibit 10, and ask you if you're familiar with that document (indicating)?

A Familiar in what way?

Q Well, have you ever seen it?

A I've seen it, it's our purchase order.

Q Okay.

A Yes.

MR. TALADAY: That particular purchase order?

THE WITNESS: I've never seen that. I haven't looked at that particular purchase order, no. I'm just saying that's our standard format of purchase order.

MR. TALADAY: Right.

BY MR. NADDEO:

Q So there's no dispute that this (indicating) would be a standard Edgemate purchase order?

A No.

Q But you're not testifying that you've seen this particular purchase order prior to today?

A Yes.

Q Yes, you have not?

A Yes, I have not.

Q Okay. That purchase order appears to be directed to Forcey Lumber Company?

A When I look at it, yes.

Q Okay. Were you aware that Edgemate had issued a purchase order to Forcey Lumber?

A No.

Q Then you couldn't have been aware that this purchase order had been issued prior to your meeting with Brant Forcey, right?

A Right.

Q Because you didn't know about it?

A I didn't know about it, right.

Q This purchase order is dated February of '07?

A Okay.

Q Right?

A Correct, 2/27/07.

Q Right. Were you having any difficulty through this

period of time, and I mean between February and April of 2007 obtaining sufficient veneer for your needs at the plant?

A Yes.

Q You were? I know you were. Okay. Now, was that problem a product of the general timber or lumber market; I mean, was veneer in short supply?

A No.

Q Well, wait a minute, I just thought you were having trouble getting veneer?

A No. Trouble getting veneer that Joe, Veneer Resources had trouble. I didn't have trouble getting from other suppliers.

Q Oh, okay. So you didn't have a -- you didn't have a veneer supply problem through February and April of 2007?

A No.

Q I mean, you could get it, you just couldn't get it from Parsons?

A I thought you meant when you were talking about this P.O. (indicating) and you were talking about Parsons.

Q Well, the --

A The problem was -- yeah, you did, you said about -- you said did you have problems from February to April with veneer, Joe Parsons' wood. Yes, we did, but --

Q No, I asked you --

A -- not overall.

Q I asked you whether you had trouble generally not --
A No.
Q Okay. Do we understand each other?
A Okay, got it.
Q We got the right questions?
A Yeah.
Q Okay. Now you keep pointing to Exhibit 10 and saying Joe Parsons, right?
A Uh-huh.
Q Now, please, so there is no misunderstanding, the purchase order identified as Exhibit 10 has nothing to do with Joe Parsons, does it?
A No. Well, I mean, it says Forcey Lumber on it.
Q It doesn't say anything about Joe Parsons, right?
A No.
Q Okay. Do you know whether Forcey Lumber provided the material specified in the purchase order identified as Exhibit 10?
A Did they provide it?
Q Yeah. Do you know, did they fill the order; I mean, if you know.
A In this particular one (indicating), again --
MR. TALADAY: He's not asking you to guess.
THE WITNESS: A guess, yeah. Well, I do know it.
MR. TALADAY: Then you can answer it.

THE WITNESS: I do know it, yes, but it wasn't Forcey Lumber. It was, again, Veneer Resources, Joe Parsons sending the wood up. This is the one that's in North Carolina that he said he had ready and he was picking it out, okay? Again, I don't do the P.O.s, you know what I mean?

BY MR. NADDEO:

Q Do you know whether the material identified in the purchase order marked as Exhibit 10 was ever received --

A No, it was not.

Q -- at the plant?

A At our plant, no, it was not.

Q Do you know what happened to it?

A It was routed from day one when it left North Carolina and went, I believe, straight up to Forcey Lumber.

Q Okay. And to this day has never been delivered to the plant?

A Correct, yes.

Q Okay. Do you know, do you have any information as to why it wasn't delivered to the plant? Do you know why it didn't end up at the plant?

A No.

Q Do you have the identity of anybody employed by Edgemate who might know why this material did not end up at the Edgemate facility?

A Yes.
Q Who?
A Harry Benjamin.
Q Is it your understanding that Harry Benjamin dealt with this purchase order and the delivery of the product, or the non-delivery as the case may be?
A Yes.
Q Were you aware of any agreement between the Forceys and Mr. Benjamin that in return for the check identified in Exhibit 5 the Forceys would in turn supply veneer to Edgemate?
A No.
Q You're not aware of any agreement to that effect?
A No.
Q Do you have any idea, knowledge, as to why a purchase order would have been issued by Edgemate to Forcey?
A No.
Q Now I don't want to belabor the point, but I understand that the only topic of discussion that you recall coming out of the meeting in -- well, in March or April --
A Uh-huh.
Q -- with Brant Forcey was whether or not the material described in Exhibit 10 was going to be delivered to your factory --
A Yes.
Q -- right? That's was what the discussion was all

about, right?

A This purchase order (indicating), yes.

Q Now, if you weren't having problems getting veneer through that period of time, couldn't that material have been purchased elsewhere?

A Yes.

Q Well, is there some reason -- is there some reason why the company just didn't get it elsewhere?

A Well, because he was the supplier at that time and we had a P.O. in and I wanted the wood from him.

Q Okay.

A But I was having problems with Veneer Resources' quality of wood and that's why it got to be the point and -- I mean, like I said, this had gone on before.

Q Let me understand this scenario. Veneer Resources during this period of time was running 50 percent rejections, right?

A Uh-huh.

Q You had other approved suppliers --

A Correct.

Q -- correct? You weren't having any trouble getting veneer from your other suppliers?

A No.

Q But you still wanted Mr. Parsons to provide the material identified in the purchase order marked as Exhibit

10?

A Yes, 'cause that was -- that was a purchase order that we had in as you can see since February, and we're talking April and we hadn't been sent our material yet. Mostly all our suppliers that we deal with -- again, a lot of Joe's material that we got from him was material that we had -- that had some high end specs on it that we used that he had gotten us in the past. And then when he had started to go downhill, like around towards the end of '06 there, December, January and February -- you know, we don't just put P.O.s in like at one point. I mean, we got -- well, they're not so much blanket P.O.s, but we're ordering way out ahead of time to stay up to get the material in. And he had started going downhill. This was probably like, Joe, we need this material here. Now, again, can we switch over to another supplier? Absolutely.

Q Yeah.

A But, you know, again, it takes time. I might switch over to another supplier --

Q Right.

A -- and say, send me this wood, but I wanted to -- I'm trying to say why we --

Q No, no, and I think that --

A I know what you're getting at. You're saying, well, why the heck did you stay with him. Well, this was probably

it. This was the last P.O., we needed the material that -- I don't shut the plant down, I think -- you know what I mean, that I got material coming in. Can I get that from someone else? Yeah, absolutely, but then there might be a little bit of time frame till I switch over and I get it coming in.

Q All right. I think I got the scenario.

A Uh-huh.

Q Let's walk through this. Okay. At some point a purchase order was issued by Edgemate for the material identified in Exhibit 10?

A Yes.

Q This was some type of special grade material that you had been purchasing from Mr. Parsons?

A Yes.

Q And despite Mr. Parsons' transgressions, the downhill slide of his material, this material wasn't readily available from any other source at that point in time 'cause you needed this?

A No. You see, I don't think that's -- that's not correct --

Q Okay.

A -- in saying that. It is -- it is somewhat readily available. The point is you don't just put -- you know, we order this stuff, they don't just send it. It might have to be sliced at a slicing mill. And they might say, hey, Jim,

yeah, I can get you that, but it's going to be four weeks. I've already had this P.O. in with Joe, I want the material. I could have switched over, but now I just threw myself out with no material in the plant.

Q Right.

A It was the time frame. So I'm beating on Joe, going, hey, Joe, get my wood up to me, I want this.

Q Okay. So, as of the March or April meeting with the Forceys --

A Uh-huh.

Q -- you needed this material?

A Yes.

Q Right?

A Yes.

Q And you couldn't just change horses in midstream and get it elsewhere? Well, you could have, but it might have taken --

A Taken, yeah, I have a time frame.

Q Right.

A That's why I'm saying, Joe's got it, hey, get it up to me.

Q Right. But you needed this stuff now because even though if you -- even if you could get it elsewhere, it would take too long and you had production requirements?

A Yes.

Q Right?

A Yes.

Q Okay. At any time during your meeting with Brant Forcey, did Mr. Forcey tell you that he would help you out and see that you would get this material?

A Yes.

Q Okay. So it was part of the conversation, right?

A Yes.

MR. NADDEO: That's all the questions I have. Thank you.

THE WITNESS: Okay.

MR. TALADAY: Okay. That's it..

(The deposition was concluded at 1:50 p.m.)

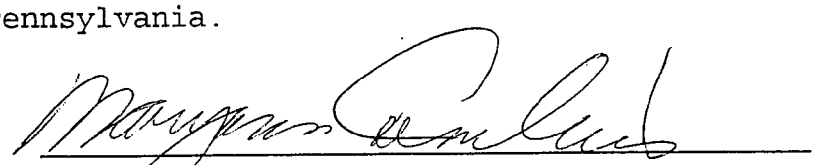
COMMONWEALTH OF PENNSYLVANIA :
: SS:
COUNTY OF CAMBRIA :

I, MARYANN CORNELIUS, Freelance Court Reporter and Notary Public, Commonwealth of Pennsylvania,

DO HEREBY CERTIFY, that the foregoing deposition was taken before me at the time and place stated herein; that I administered unto the deponent his oath to testify to the truth, the whole truth, and nothing but the truth; that he was there and then orally examined and testified as herein set forth; that I reported said examination and testimony stenographically, and that this transcript of deposition constitutes a true and correct transcription of the shorthand report of said deposition.

I FURTHER CERTIFY that I am neither related to nor employed by any counsel or party to the cause pending, nor interested in the event thereof.

IN WITNESS WHEREOF, I have hereunto affixed my hand and official seal this 19th day of February, 2009, at Ebensburg, Cambria County, Pennsylvania.



MARYANN CORNELIUS
Notary Public
Commonwealth of Pennsylvania
My Commission Expires 4/25/2010

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

FORCEY LUMBER COMPANY, a corporation,	:	CIVIL DIVISION
Plaintiff	:	No. 07-714-CD
vs.	:	Type of Pleading:
EDGEMATE INC., a corporation,	:	
Defendant	:	**RESPONSE TO PLAINTIFF'S MOTION FOR PARTIAL SUMMARY JUDGMENT**
vs.	:	
JOE PARSONS d/b/a VENEER RESOURCES GROUP, LLC and JOE PARSONS d/b/a MADISON-SANZ Ltd. and VENEER RESOURCES GROUP, LLC, and VENEER RESOURCES GROUP, Ltd.	:	Filed on Behalf of: DEFENDANT
Additional Defendants	:	Counsel of Record for This Party:
	:	Matthew B. Taladay, Esq. Supreme Court No. 49663 Hanak, Guido and Taladay 528 Liberty Boulevard P. O. Box 487 DuBois, PA 15801
	:	814-371-7768

FILED NOCC
10/11:15/01
MAY 15 2009
William A. Shaw
Prothonotary/Clerk of Courts

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

FORCEY LUMBER COMPANY, a corporation, Plaintiff	:	CIVIL DIVISION
vs.	:	No. 07-714-CD
EDGEMATE INC., a corporation, Defendant	:	
vs.	:	
JOE PARSONS d/b/a VENEER RESOURCES GROUP, LLC and JOE PARSONS d/b/a MADISON-SANZ Ltd. and VENEER RESOURCES GROUP, LLC, and VENEER RESOURCES GROUP, Ltd.. Additional Defendants	:	

DEFENDANT'S RESPONSE TO PLAINTIFF'S MOTION FOR PARTIAL SUMMARY JUDGMENT

AND NOW, comes the Defendant, EDGEMATE INC., by and through its undersigned attorney, and hereby responds to Plaintiff's Motion for Partial Summary Judgment as follows:

1. It is admitted that Plaintiff's complaint alleges that Plaintiff purchased certain invoices for veneer products from Veneer Resources Group, LLC ("Veneer Resources") resulting from purchase orders in which Veneer Resources was to fill for Defendant Edgemate. By way of further response, Defendant Edgemate did not contract with Plaintiff. Edgemate contracted with Additional Defendant Veneer Resources, through its agent Joe Parsons, for

certain veneer products. Plaintiff allegedly purchased the accounts receivable from Veneer Resources, who notified Edgemate of the purchase by including "remit to: Forcey Lumber, Inc." on the invoices.

It is denied that Defendant Edgemate is responsible to Plaintiff for the amount invoiced. To the contrary, any assignment and purchase of accounts receivable between Veneer Resources and Forcey is subject to the terms, limitations and defenses on the accounts purchased, including Defendant's right to offset or credits due for non-conforming products.

2. It is denied that the parties contracted for Purchase Order P002006 to be paid by Edgemate at the sum stated on the purchase order for the product. The purchase order with Plaintiff, along with any accounts receivable allegedly purchased by Plaintiff from Veneer Resources, are subject to the credits and rights of offset which existed between the parties to the original purchase order - Edgemate and Veneer Resources. The record raises material facts as to the amount of credit to be taken against the accounts of Edgemate for nonconforming products.

3. Denied. It is denied that Plaintiff filled the purchase order in accordance with the specifications. The order was originally placed on February 27, 2007. On April 13, 2007, despite the fact that the order was not filled, Brandt Forcey made reassurances that the order was in the process of being shipped. On April 16, 2007 when the order was still not received, Edgemate cancelled the Purchase Order because it was not in compliance with the specified time frame. Plaintiff was directed to deliver the product to a

warehouse, and not to the Edgemate plant. (See Affidavit of Adam Lardieri, Exhibit A.) Deposition testimony of Edgemate personnel, Adam Lardiari (pages 34-36) and James Morder (pages 39-50), support the contention that the material to be supplied by PO P002006 was unacceptably late and the shipment was ultimately rejected.

The record raises material issues of fact concerning the Purchase Order with Forcey, whether the shipment was timely, whether Edgemate properly rejected the shipment as nonconforming and cancelled the order, and the amount, if any, that is due on the purchase order. Therefore, summary judgment is not appropriate on this issue.

4. It is admitted that Edgemate directed the product be held at Forcey's facility, but it is denied that the product was to be delivered to Edgemate as needed. To the contrary, Edgemate cancelled the order as untimely and nonconfoming, and filled the order by purchase orders with other vendors. (See Affidavit of Adam Lardieri, Exhibit A.)

5. Admitted. It is admitted that Edgemate has not paid Forcey on the purchase order. The order was cancelled by Edgemate as untimely and nonconforming.

6. Admitted. It is admitted that Edgemate answered Plaintiff's Amended Complaint by stating the subject purchase order that not filled "as agreed" because the delivery was "substandard and out of contract specification." The delivery was, in fact, untimely and not delivered in accordance with Edgemate's specifications. The pleadings raise material

issues of fact concerning the order tendered by Forcey, and the price on invoices, if any, owed to Forcey.

7. Admitted. It is admitted that Edgemate made the allegation that the product filled to purchase order P002006 is nonconforming. The contract was cancelled by Edgemate prior to taking possession of the goods. The order did not conform to contract because it was untimely and not delivered in accordance with requested shipment methods. (See Affidavit, Exhibit A).

8. Denied. The purchase order, P002006 was initially issued to Joe Parsons as agent for Veneer Resources. Upon the request of Parsons, the purchase order was transferred to Forcey. It is denied that the Edgemate agreed to pay the price stated on the purchase order. To the contrary, the account of Edgemate with Joe Parsons as agent for Forcey and/or Veneer Resources, is subject to Edgemate's right to offset the price for pre-existing credits. Further, Edgemate at all times reserved the right to cancel or reject the order if it was not in conformity to specifications. The purchase order with Forcey was cancelled as untimely and no payment thereon is due. The stop-payment check referenced in Plaintiff's motion was the result of a payment issued by Edgemate in error, and is not an admission of Forcey's entitlement to the check or the amount due on the purchase order.

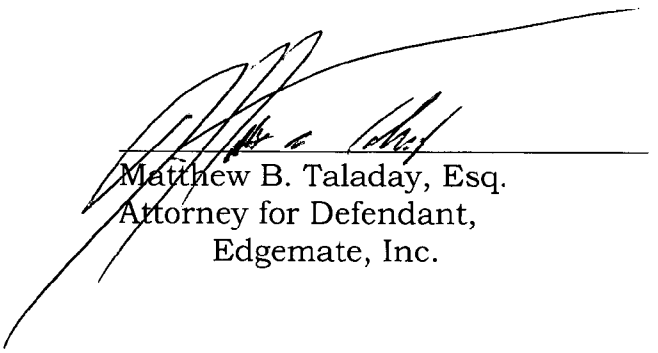
9. It is admitted that Edgemate never made payment to Forcey on Purchase Order P002006. It is denied that the order was filled to contract specifications. The order was cancelled as untimely and nonconforming and no payment is due thereon.

10. Denied. For the reasons stated above, the Defendant is not liable to Plaintiff for the contract price less the salvage value of the product ordered. The record raises a material dispute on the Defendant's liability for the purchase order as claimed by Plaintiff, so this matter is not appropriate for summary judgment.

Even if it is determined that Defendant is liable on the purchase order, the amount due is a matter of material dispute. The Defendant's liability is subject to the right of setoff for credits for nonconforming goods. Defendant also disputes the salvage value asserted by Plaintiff. Because this is a marketable product, the salvage value should be the market value, which should match the price at which the product was offered to Edgemate. (Affidavit, Exhibit A).

11. The pleadings, deposition testimony and affidavits on record clearly present issues of material fact with regard to Defendant's liability on the purchase order transferred to Plaintiff, including (1) whether the purchase order was timely filled by Plaintiff in accordance with Edgemate's specifications; (2) Edgemate's right to cancel the contract for untimely delivery and nonconforming methods of delivery; (3) Edgemate's right to setoff against the price of the purchase order; (4) the fair and reasonable salvage value to be deducted from Defendant's liability, if any.

WHEREFORE, Defendant respectfully requests Plaintiff's Motion for Partial Summary Judgment be DENIED.



Matthew B. Taladay, Esq.
Attorney for Defendant,
Edgemate, Inc.

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

FORCEY LUMBER COMPANY, a corporation,	:	CIVIL DIVISION
Plaintiff	:	No. 07-714-CD
vs.	:	
	:	
EDGEMATE INC., a corporation,	:	
Defendant	:	
	:	
vs.	:	
	:	
JOE PARSONS d/b/a VENEER RESOURCES GROUP, LLC and JOE PARSONS d/b/a MADISON-SANZ Ltd. and VENEER RESOURCES GROUP, LLC, and VENEER RESOURCES GROUP, Ltd..	:	
Additional Defendants	:	

AFFIDAVIT OF ADAM LARDIERI,
PURCHASING AGENT OF EDGEMATE, INC.

Pursuant to Pennsylvania Rule of Civil Procedure 1035.4, the undersigned Affiant, Adam Lardieri, makes this affidavit in support of the Response of Defendant, Edgemate, Inc. to Plaintiff's Motion for Partial Summary Judgment in the above-captioned matter, stating as follows:

1. The Affiant is ADAM LARDIERI, who is the Purchasing Agent for Edgemate, Inc., the Defendant in the above-captioned action.

2. The Affiant has personal knowledge and is competent to testify to the matters stated herein.

3. On February 27, 2007, a purchase order, referenced as P002006, was placed with Veneer Resources through their agent, Joe Parsons.

4. Joe Parsons repeatedly told me that he was filling the order but he was going to be late.

5. When the order was very late, Joe Parsons finally admitted that he was having financial trouble and could not pay for the materials to fill our order.

6. Joe Parsons asked me to make the order out to Forcey Lumber.

7. I sent a copy of the PO to Forcey Lumber Company. Because Forcey was not an approved vendor by Edgemate, it was agreed that Joe Parsons maintain the obligation to fill the order as an agent of Forcey.

8. The order was unacceptably late, and this was communicated to Joe Parsons on numerous occasions.

9. Brandt Forcey came to pick up a check on Friday, April 13, 2007, and told me that Joe Parsons was at Atlantic Veneer hurrying to get the order on the road.

10. Joe Parsons faxed a copy of an Estes bill of lading that was to serve as proof that the material was shipped and would arrive on Monday, April 16th.

11. At the close of business on April 16, I received a call from a driver who said that he would be late with the delivery. Edgemate's receiving was closed for the day, so I directed the driver to take the material straight to the Forcey warehouse.

12. I cancelled the Purchase Order and rejected shipment of the order because the order was unacceptably late, the material was not delivered when Joe Parsons said it would be, and it was not shipped in conformity to the method I requested.

13. The purchase order was replaced by orders through other vendors. The following orders were made to replace the Parson's PO P002006:

- P002183 - T&H Veneers
- P002014 - General Woods
- P002291 - M Bohlke Veneers
- P002253 - Genwove Veneer

14. The products ordered by PO P002006 are highly marketable if they are not substandard in grade. At the time the PO was cancelled by Edgemate (April 2007), the market value of the products listed in PO P002006 should be very close to the prices stated therein, with minor

Individual bundles not included AL 5/7/09

fluctuations for market pricing from the date of the PO (February 27, 2007). → Not Guaranteed AL 5/7/09

Therefore, the salvage value should match the price charged on purchase order P002006. if the product is within the accepted HPVA grade ranges. AL 5/7/09

Date: 5/7/09

Adam Lardieri, Purchasing Agent
Edgemate, Inc.

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

FORCEY LUMBER COMPANY, A CORPORATION,	)	
Plaintiff,	)	No. 07-714-CD
vs.	)	
EDGEMATE INC., A CORPORATION,	)	
Defendant,	)	
vs.	)	
JOE PARSONS d/b/a VENEER RESOURCES GROUP, LLC and JOE PARSONS, d/b/a MADISON-SANZ Ltd. And VENEER RESOURCES GROUP LLC, and VANEER RESOURCES GROUP, Ltd.,	)	
Additional Defendants.	)	

Certified Copy

PROCEEDINGS: Deposition of ADAM LARDIERI

DATE: April 30, 2008

TIME: 12:48 p.m. - 1:58 p.m.

PLACE: Hanak, Guido & Taladay
528 Liberty Boulevard
DuBois, Pennsylvania

REPORTER: Susanna C. Englert
CSR 1951
Notary Public

ASAP COURT REPORTING
Registered Professional Reporters
167 South McKean Street
Kittanning, Pennsylvania 16201
(814) 472-8009 - (724) 543-4996
FAX: (814) 472-8950 - (724) 543-5054
e-mail: ASAP10@windstream.net

Q. And if we were going to take a credit for 40 percent of 600,000 square feet, that equates to a credit for a total of 240,000 square feet?

A. Correct.

Q. And the value of that would have had to have been determined.

A. Correct.

Q. Okay. I show you what has been marked as Exhibit 7 and ask you if you've seen that document prior to today?

A. I have.

Q. That's a purchase order, correct?

A. Correct.

Q. Purchase order issued to whom?

A. Forcey Lumber Company.

Q. Did you issue that purchase order to Forcey Lumber Company?

A. I did.

Q. Okay. Why?

A. This was originally to Veneer Resources. I did the original one on 2/27. We waited until, I think it was the 13th of April, and Joe asked me to create the purchase order for Forcey, and that's -- I don't remember much else besides that. But I considered his -- I know he switched the

company from Madison to Veneer Resources. I don't know now if he's part of Forcey Lumber, but he told me that he could ship this. Which he did not.

Q. So originally, this order was to go to Mr. Parsons?

A. It was for two months. It was to Veneer Resources.

Q. But Mr. Parsons never filled the order?

A. Did not.

Q. Okay. Did Edgemate, Inc. Need the veneer that you were trying to purchase from Parsons?

A. Yes, that's why we did --

Q. And at some point, Mr. Parsons intimated to you that he could not supply the veneer?

A. He never told me that.

Q. Okay. He just said, shift it over to Forcey?

A. Well, he said, "Give me a couple more weeks, give me a little bit more time, I can get this. I'm working on this." At the end he said, "I need you to make this P.O. to Forcey, then I can ship it." And that's all that I knew about it.

Q. Okay. The original purchase order was

issued several months prior to the purchase order identified as Exhibit 7?

A. Correct.

Q. Okay. And there was conversation between you and Mr. Parsons about the issuance of the first purchase order to him and the issuance of the purchase order identified as Exhibit 7?

A. Correct.

Q. During the course of those discussions, Mr. Parsons had not ponied up the veneer, so to speak, hadn't produced --

A. Had not.

Q. He asked you for additional time to be able to get the veneer?

A. Correct.

Q. Eventually he said to issue the purchase order to Forcey, and they would be able to fill the order?

A. Correct.

Q. Okay. And that's what you did.

A. That's what I did.

Q. Okay. To your knowledge, did the company ever -- by "the company", did Edgemate ever receive the material that was requested in the purchase order identified as Exhibit 7?

IN THE COURT OF COMMON PLEAS
OF
CLEARFIELD COUNTY, PENNSYLVANIA

FORCEY LUMBER COMPANY, a corporation Plaintiff	:	
-vs-	:	NO. 2007 - 714 - CD
EDGEMATE, INCORPORATED a corporation, Defendant	:	CIVIL DIVISION
-vs-	:	
JOE PARSONS d/b/a VENEER RESOURCES GROUP, LLC, and JOE PARSONS d/b/a MADISON SANZ, Ltd. and VENEER RESOURCES GROUP, LLC, and VENEER RESOURCES GROUP, Ltd. Additional Defendants	:	

PROCEEDINGS:	Deposition of JAMES F. MORTER
DATE:	Wednesday, February 4, 2009 12:55 - 1:50 p.m.
PLACE:	Naddeo & Lewis, LLC 207 East Market Street Clearfield, PA 16830
REPORTED BY:	Maryann Cornelius Freelance Court Reporter Notary Public

---

MARYANN CORNELIUS
Freelance Court Reporter
339 Southmont Boulevard
Johnstown, PA 15905
(814) 536-7405

COPY

A Back on that day. Well, from my end I think the only thing that we discussed on that day, that particular day was we had P.O.s, a P.O. in with then Veneer Resources, and he was supposed to be sending us a load of wood and which was already supposed to have been ready to go, but come to find out Joe was at Atlantic Veneer in North Carolina picking our -- you know, our veneer order out that we had ordered while Brant was there, I believe that day. I'm not even sure if your father was down there with him because you talked to him on the phone. But that's what we discussed from a production end, you know, side of it. I said, you know, where's my P.O. that we have had ordered since February.

Q Okay. And you were -- that was a topic of discussion between you and either Brant, or Brant and his father?

A Well, his father wasn't there.

Q Well, I thought you said he had --

A I said it was via phone.

Q Oh, okay.

A He called him -- well, he tried, he had someone on the phone. I figured he had talked to his dad, and the only other person then present when we had been talking this stuff would have been Adam Lardieri.

Q So it's your recollection that the, at least from your perspective, the conversation centered around veneer that

the Forceys were to provide to Edgemate?

A No.

Q Oh.

A The veneer that Joe Parsons was to provide because the P.O. was -- we ordered. At this point I don't even know about Forcey; I mean, other than being introduced to him. I mean, at this point I'm getting a wood in a P.O. from Veneer Resources and Joe is down picking the wood out for us on that day.

(P.O. 002006, previously marked as Exhibit No. 10.)

BY MR. NADDEO:

Q I'll show you a document that's been marked as Exhibit 10, and ask you if you're familiar with that document (indicating)?

A Familiar in what way?

Q Well, have you ever seen it?

A I've seen it, it's our purchase order.

Q Okay.

A Yes.

MR. TALADAY: That particular purchase order?

THE WITNESS: I've never seen that. I haven't looked at that particular purchase order, no. I'm just saying that's our standard format of purchase order.

MR. TALADAY: Right.

BY MR. NADDEO:

Q So there's no dispute that this (indicating) would be a standard Edgemate purchase order?

A No.

Q But you're not testifying that you've seen this particular purchase order prior to today?

A Yes.

Q Yes, you have not?

A Yes, I have not.

Q Okay. That purchase order appears to be directed to Forcey Lumber Company?

A When I look at it, yes.

Q Okay. Were you aware that Edgemate had issued a purchase order to Forcey Lumber?

A No.

Q Then you couldn't have been aware that this purchase order had been issued prior to your meeting with Brant Forcey, right?

A Right.

Q Because you didn't know about it?

A I didn't know about it, right.

Q This purchase order is dated February of '07?

A Okay.

Q Right?

A Correct, 2/27/07.

Q Right. Were you having any difficulty through this

period of time, and I mean between February and April of 2007 obtaining sufficient veneer for your needs at the plant?

A Yes.

Q You were? I know you were. Okay. Now, was that problem a product of the general timber or lumber market; I mean, was veneer in short supply?

A No.

Q Well, wait a minute, I just thought you were having trouble getting veneer?

A No. Trouble getting veneer that Joe, Veneer Resources had trouble. I didn't have trouble getting from other suppliers.

Q Oh, okay. So you didn't have a -- you didn't have a veneer supply problem through February and April of 2007?

A No.

Q I mean, you could get it, you just couldn't get it from Parsons?

A I thought you meant when you were talking about this P.O. (indicating) and you were talking about Parsons.

Q Well, the --

A The problem was -- yeah, you did, you said about -- you said did you have problems from February to April with veneer, Joe Parsons' wood. Yes, we did, but --

Q No, I asked you --

A -- not overall.

Q I asked you whether you had trouble generally not --
A No.
Q Okay. Do we understand each other?
A Okay, got it.
Q We got the right questions?
A Yeah.
Q Okay. Now you keep pointing to Exhibit 10 and saying Joe Parsons, right?
A Uh-huh.
Q Now, please, so there is no misunderstanding, the purchase order identified as Exhibit 10 has nothing to do with Joe Parsons, does it?
A No. Well, I mean, it says Forcey Lumber on it.
Q It doesn't say anything about Joe Parsons, right?
A No.
Q Okay. Do you know whether Forcey Lumber provided the material specified in the purchase order identified as Exhibit 10?
A Did they provide it?
Q Yeah. Do you know, did they fill the order; I mean, if you know.
A In this particular one (indicating), again --
MR. TALADAY: He's not asking you to guess.
THE WITNESS: A guess, yeah. Well, I do know it.
MR. TALADAY: Then you can answer it.

THE WITNESS: I do know it, yes, but it wasn't Forcey Lumber. It was, again, Veneer Resources, Joe Parsons sending the wood up. This is the one that's in North Carolina that he said he had ready and he was picking it out, okay? Again, I don't do the P.O.s, you know what I mean?

BY MR. NADDEO:

Q Do you know whether the material identified in the purchase order marked as Exhibit 10 was ever received --

A No, it was not.

Q -- at the plant?

A At our plant, no, it was not.

Q Do you know what happened to it?

A It was routed from day one when it left North Carolina and went, I believe, straight up to Forcey Lumber.

Q Okay. And to this day has never been delivered to the plant?

A Correct, yes.

Q Okay. Do you know, do you have any information as to why it wasn't delivered to the plant? Do you know why it didn't end up at the plant?

A No.

Q Do you have the identity of anybody employed by Edgemate who might know why this material did not end up at the Edgemate facility?

A Yes.
Q Who?
A Harry Benjamin.
Q Is it your understanding that Harry Benjamin dealt with this purchase order and the delivery of the product, or the non-delivery as the case may be?
A Yes.
Q Were you aware of any agreement between the Forceys and Mr. Benjamin that in return for the check identified in Exhibit 5 the Forceys would in turn supply veneer to Edgemate?
A No.
Q You're not aware of any agreement to that effect?
A No.
Q Do you have any idea, knowledge, as to why a purchase order would have been issued by Edgemate to Forcey?
A No.
Q Now I don't want to belabor the point, but I understand that the only topic of discussion that you recall coming out of the meeting in -- well, in March or April --
A Uh-huh.
Q -- with Brant Forcey was whether or not the material described in Exhibit 10 was going to be delivered to your factory --
A Yes.
Q -- right? That's was what the discussion was all

about, right?

A This purchase order (indicating), yes.

Q Now, if you weren't having problems getting veneer through that period of time, couldn't that material have been purchased elsewhere?

A Yes.

Q Well, is there some reason -- is there some reason why the company just didn't get it elsewhere?

A Well, because he was the supplier at that time and we had a P.O. in and I wanted the wood from him.

Q Okay.

A But I was having problems with Veneer Resources' quality of wood and that's why it got to be the point and -- I mean, like I said, this had gone on before.

Q Let me understand this scenario. Veneer Resources during this period of time was running 50 percent rejections, right?

A Uh-huh.

Q You had other approved suppliers --

A Correct.

Q -- correct? You weren't having any trouble getting veneer from your other suppliers?

A No.

Q But you still wanted Mr. Parsons to provide the material identified in the purchase order marked as Exhibit

10?

A Yes, 'cause that was -- that was a purchase order that we had in as you can see since February, and we're talking April and we hadn't been sent our material yet. Mostly all our suppliers that we deal with -- again, a lot of Joe's material that we got from him was material that we had -- that had some high end specs on it that we used that he had gotten us in the past. And then when he had started to go downhill, like around towards the end of '06 there, December, January and February -- you know, we don't just put P.O.s in like at one point. I mean, we got -- well, they're not so much blanket P.O.s, but we're ordering way out ahead of time to stay up to get the material in. And he had started going downhill. This was probably like, Joe, we need this material here. Now, again, can we switch over to another supplier? Absolutely.

Q Yeah.

A But, you know, again, it takes time. I might switch over to another supplier --

Q Right.

A -- and say, send me this wood, but I wanted to -- I'm trying to say why we --

Q No, no, and I think that --

A I know what you're getting at. You're saying, well, why the heck did you stay with him. Well, this was probably

it. This was the last P.O., we needed the material that -- I don't shut the plant down, I think -- you know what I mean, that I got material coming in. Can I get that from someone else? Yeah, absolutely, but then there might be a little bit of time frame till I switch over and I get it coming in.

Q All right. I think I got the scenario.

A Uh-huh.

Q Let's walk through this. Okay. At some point a purchase order was issued by Edgemate for the material identified in Exhibit 10?

A Yes.

Q This was some type of special grade material that you had been purchasing from Mr. Parsons?

A Yes.

Q And despite Mr. Parsons' transgressions, the downhill slide of his material, this material wasn't readily available from any other source at that point in time 'cause you needed this?

A No. You see, I don't think that's -- that's not correct --

Q Okay.

A -- in saying that. It is -- it is somewhat readily available. The point is you don't just put -- you know, we order this stuff, they don't just send it. It might have to be sliced at a slicing mill. And they might say, hey, Jim,

yeah, I can get you that, but it's going to be four weeks. I've already had this P.O. in with Joe, I want the material. I could have switched over, but now I just threw myself out with no material in the plant.

Q Right.

A It was the time frame. So I'm beating on Joe, going, hey, Joe, get my wood up to me, I want this.

Q Okay. So, as of the March or April meeting with the Forceys --

A Uh-huh.

Q -- you needed this material?

A Yes.

Q Right?

A Yes.

Q And you couldn't just change horses in midstream and get it elsewhere? Well, you could have, but it might have taken --

A Taken, yeah, I have a time frame.

Q Right.

A That's why I'm saying, Joe's got it, hey, get it up to me.

Q Right. But you needed this stuff now because even though if you -- even if you could get it elsewhere, it would take too long and you had production requirements?

A Yes.

Q Right?

A Yes.

Q Okay. At any time during your meeting with Brant Forcey, did Mr. Forcey tell you that he would help you out and see that you would get this material?

A Yes.

Q Okay. So it was part of the conversation, right?

A Yes.

MR. NADDEO: That's all the questions I have. Thank you.

THE WITNESS: Okay.

MR. TALADAY: Okay. That's it.

(The deposition was concluded at 1:50 p.m.)

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

FORCEY LUMBER COMPANY, a corporation, Plaintiff	:	
vs.	:	
EDGEMATE INC., a corporation, Defendant	:	
	:	No. 07-714-CD
vs.	:	
JOE PARSONS d/b/a VENEER RESOURCES GROUP, LLC and JOE PARSONS d/b/a MADISON-SANZ Ltd. and VENEER RESOURCES GROUP, LLC, and VENEER RESOURCES GROUP, Ltd. Additional Defendants	:	

CERTIFICATE OF SERVICE

I certify that on the 14th day of May, 2009, a true and correct copy of the foregoing Response to Motion for Sanction Regarding Spoliation of Evidence was forwarded via first class U.S. mail, postage prepaid, addressed as follows:

James A. Naddeo, Esq.
Attorneys for Plaintiff
NADDEO & LEWIS, LLC
P.O. Box 552
Clearfield, PA 16830

Joe Parsons
Veneer Resources Group, LLC
14-B Robbins Street
Thomasville, North Carolina 27360

Matthew B. Taladay, Esq.
Attorney for Defendant

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

FORCEY LUMBER COMPANY, a corporation,	:	CIVIL DIVISION
Plaintiff	:	No. 07-714-CD
vs.	:	
	:	Type of Pleading:
EDGEMATE INC., a corporation,	:	
Defendant	:	**RESPONSE TO PLAINTIFF'S MOTION FOR SANCTION REGARDING SPOLIATION OF EVIDENCE**
vs.	:	
JOE PARSONS d/b/a VENEER RESOURCES GROUP, LLC and JOE PARSONS d/b/a MADISON-SANZ Ltd. and VENEER RESOURCES GROUP, LLC, and VENEER RESOURCES GROUP, Ltd.	:	Filed on Behalf of:
	:	DEFENDANT
Additional Defendants	:	Counsel of Record for This Party:
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Prothonotary/Clerk of Courts

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OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

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	:	
EDGEMATE INC., a corporation,	:	
Defendant	:	
	:	
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	:	
JOE PARSONS d/b/a VENEER RESOURCES GROUP, LLC and JOE PARSONS d/b/a MADISON-SANZ Ltd. and VENEER RESOURCES GROUP, LLC, and VENEER RESOURCES GROUP, Ltd..	:	
Additional Defendants	:	

DEFENDANT'S RESPONSE TO PLAINTIFF'S MOTION FOR SANCTION REGARDING SPOLIATION OF EVIDENCE

AND NOW, comes the Defendant, EDGEMATE INC., by and through its undersigned attorney, and hereby responds to Plaintiff's Motion for Sanction Regarding Spoliation of Evidence as follows:

Plaintiff's complaint alleges that Plaintiff purchased certain invoices for veneer products from Veneer Resources Group, LLC ("Veneer Resources") resulting from purchase orders in which Veneer Resources was to fill for Defendant Edgemate. Defendant Edgemate did not contract with Plaintiff. At all times relevant hereto, Edgemate contracted with Additional Defendant Veneer Resources, through its agent Joe Parsons, for supply of certain veneer products.

Plaintiff allegedly purchased the accounts receivable from Veneer Resources, who notified Edgemate of the purchase by including "remit to: Forcey Lumber, Inc." on the invoices. Any purchase and assignment of accounts receivable between Veneer Resources and Forcey is subject to the terms, limitations and defenses on the accounts purchased, including Defendant's right to offsets or credits for non-conforming products which existed between Edgemate and vendor Joe Parsons, doing business as agent of either Forcey Lumber, Madison-Sanz or Veneer Resources.

Plaintiff' Motion, paragraph 3, references and incorporates Amended Complaint Paragraphs 19 and 20 in support of the contention that Defendant agreed to make payment to Plaintiff for outstanding invoices, provided Plaintiff would fill an open purchase order. These allegations were specifically denied by Defendant. (see Defendant's Answer to Amended Complaint at Paragraphs 19 and 20; Deposition of Harry Benjamin, p. 49). The pleadings and discovery raise factual issues regarding amount of credit and offset Defendant is entitled to resulting from the supply of substandard products.

Defendant's affirmative defense is based on claims that the amounts due to Plaintiff are subject to significant adjustments for non-conforming or substandard product and that Defendant is entitled to credit and offset against the amount due plaintiff on invoices allegedly purchased from Veneer Resources, Joe Parsons or any of his affiliated companies. Plaintiff's Motion alleges that large portions of the veneer that was allegedly

non-conforming or substandard product was never available for inspection by Plaintiff and was never available as evidence. Thus, Plaintiff's Motion for Sanction is based on the lack of evidence regarding the substandard products supplied by Plaintiff and Veneer Resources and ultimately rejected by Defendant as nonconforming goods.

The fact that evidence of the actual rejected product is not available for Plaintiff's inspection is not Defendant's liability. Defendant at all times acted in compliance with the rights and duties of a "buyer" under the Pennsylvania Commercial Code. (*13 Pa.C.S.A. §§2602, 2603*). Defendant had the right to reject goods that were nonconforming and notify the seller of such rejection. The seller had the right to retrieve the goods and "cure" the defect, or otherwise give the buyer instructions on how to dispose of the goods. The buyer has no obligation to return the goods to the seller, rather, it is seller's obligation to give the buyer reasonable instructions on how to dispose of the rejected goods. Without specific instruction from the vendor, the buyer has the right to rely on a course of dealing established between the parties in the disposal of rejected products.

The course of dealing established between the parties - Edgemate and Joe Parsons, as agent of Plaintiff, Veneer Resources and Madison-Sanz - was that upon discovery of nonconforming goods, Edgemate notified the seller that it was rejecting certain products, after opportunity for inspection, Joe Parsons would retrieve the product or give Edgemate instructions on whether to use the product at a lower grade or dispose of it. Edgemate was entitled to

credit their account accordingly or, if the invoice was already paid in full, to offset the rejected goods against future invoices.

When Plaintiff allegedly purchased accounts receivable from Veneer Resources, such accounts were subject to the terms, conditions, customs and business practices established between Edgemate and Joe Parsons/Veneer Resources - including Edgemate's duty to notify Joe Parsons of rejected goods, to dispose of the rejected as he directs, and take a credit or offset against the account.

By deposition, Adam Lardieri, Personnel Manager and Purchasing Agent for Edgemate, testified as to Edgemate's process for rejecting substandard product. First, the graders determine whether the pallet is conforming to Edgemate's specifications. If the product on a given pallet is running more than 5% deviation, he will ask the supplier for a credit or adjustment to downgrade the material to a reduced price. (Lardieri, p. 14-15). When the supplier is notified that the product is being rejected, there are three options: (1) downgrade the reject to a lower price; (2) return it to the supplier; or (3) dispose of it. The supplier is given opportunity to inspect the product and to give instructions on it's disposition. (Lardieri, p. 17-18) The ultimate disposal is only done after seeking the consent of the supplier. (Lardieri, p. 16). Mr. Lardieri will keep records of a resulting debit or credit memo for rejected product. (Lardieri, p. 15, 17).

This rejection procedure was implemented for products supplied by Joe Parsons as agent for his affiliated companies; and Parsons was frequently

at the plant to inspect rejected products. With respect to the rejected products that are subject to Plaintiff's motion, Mr. Parsons and Mr. Forcey were at the Edgemate plant, were aware of the numerous pallets of rejected product, briefly inspected some of the rejects, and the disposition of such rejects would have been at the direction of Joe Parsons. (Lardieri, p. 47-49). Mr. Lardieri indicated that the rejects may, in fact, have been picked up by Joe Parsons, but would certainly not have been destroyed without the vendor's authorization. (Lardieri, p. 48-49).

Chas Boyle, Director of Production and Purchasing for Edgemate, testified in his deposition that material supplied by Joe Parsons, or his affiliated companies, was the worst of any supplier and typically ran about 40% out of specification. In other words, an average of 40% of the material supplied by Parsons was rejected. (Boyle, p. 16-17). He further testified as to the process for rejected material:

> The process is to basically load it on a separate pallet, a notification to the materials manager is made. Typically, it is then set -- it is set aside on a separate pallet. The material -- the reject is typically double checked to confirm or not to confirm if the grader has been overly harsh or not harsh enough, and then it is packaged up. The supplier -- if it's confirmed by the materials manager that it is truly out of spec, then a notification to the supplier is made and a credit memo is made in return.
> . . .
> The supplier -- in most cases the supplier either notifies us that they want it back and they provide return details, or they ask us to basically toss it, get rid of it. (Boyle, p. 44).

Mr. Boyle explained that, although a credit memo is made and the visual manufacturing department makes note of the rejected transaction in the

computer system, there are thousands of transactions every day and they are not matched to the particular purchase orders. (Boyle p. 44-46)

James Morder, Plant Manager of the Edgemate Roaring Springs plant, confirmed this process for rejecting substandard materials. He testified that the graders determine whether the veneer meets Edgemate's specifications. If the material is rejected, the supplier is notified and given an opportunity to retrieve the rejected material. If the buyer does not retrieve the material, it is destroyed by putting it in the grinder. (Morder, p. 14-15).

The rejected material is tracked to a particular supplier through the work orders, and when the supplier is notified, Edgemate is given instructions by the supplier whether to destroy the rejected material or not. Mr. Morder testified that when his materials manager discovers substandard product: "I call the -- whatever supplier it is, call him up and say, hey, you need to come in and look, we had a lot of waste here. You know, obviously we're looking for a credit -- . . . or it goes to the chipper. They tell us what to do with it." (Morder, p. 25)

Edgemate keeps records of the rejected material attributed to each supplier through work orders and computer entries. (Morder, p. 24-26). However, the product itself is destroyed or returned to the vendor, depending on what the vendor instructs. This is the same process that was used when product supplied by Parsons were rejected. (Morder, p. 28-32).

Harry Benjamin, owner of Edgemate Inc., confirmed that if veneer is rejected as substandard, the vendor is notified and given opportunity to

inspect the rejected product, and the vendor determines which of three optional courses of action are to be taken - (1) downgrading the wood; (2) disposing of the wood; or (3) returning the wood to the vendor. (Benjamin, p. 29-32). The vendor is directly involved in making the decision as to the disposition of the rejected product. Mr. Benjamin testified:

> The first thing is that the rejected material is packaged and placed in an area for that particular vendor, rejects, so that the vendor has the opportunity to come in and look at it. If they choose to come in and look at it, then they look at it with either all three of those people [the face plant manager, assistant face plant manager, and the purchasing agent], or one of those people, and it's actually the vendor's call as to what they want to do with it.

(Benjamin, p. 31).

Accordingly, the deposition testimony of Edgemate personnel indicates that Edgemate acted in compliance with the rights and duties of a "buyer" under the Uniform Commercial Code, and had no further obligation to preserve or protect the rejected veneer. Although the Plaintiff allegedly purchased accounts from Veneer Resources, Joe Parson's was the agent with whom Defendant placed the purchase orders in question. The record supports a finding that through the course of dealing between the parties, and the established business practices of Edgemate, Joe Parsons would have been notified of any rejected products, given the opportunity to inspect the rejects, and given instructions on how to dispose of it. Unless instructed by the vendor, there was absolutely no obligation on the part of Defendant to preserve rejected products for potential litigation.

Defendant has provided evidence of rejected products in the form of credit memos that were prepared in the regular course of business. As stated above, the established course of dealing between the parties was for Edgemate to notify the seller of the rejected product, and thereafter dispose of it and take credit against the account. The vendor, Joe Parsons or Veneer Resources did not require documentation of the non-conforming products matched to particular purchase orders or invoices; nor is the buyer required to make such documentation under the laws of Pennsylvania. Because Defendant had no duty to keep records or otherwise preserve the rejected goods, the lack of evidence or documentation regarding the rejected goods cannot be used against Defendant.

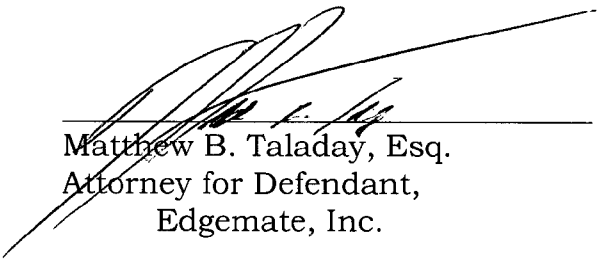
Plaintiff's Motion points to an increased claim for credits between April 13, 2007 and September 21, 2007. This increase in credits was explained by Harry Benjamin in his deposition. The initial claim of credits in the amount of $23,398.34 was made prior to the inspection and grading of an additional 609,000 square feet of wood that had been recently delivered. After the additional supply was graded (and taking into account that the supply from Joe Parsons was running approximately 40% out of specs), the credits grew to more than $40,000. (Benjamin, p. 55-59). Again, Joe Parsons would have been notified of any rejected products and given the opportunity for inspection and to direct the disposition.

In Plaintiff's Motion for Sanction, Plaintiff cites the factors to be considered in determining sanction on a party who failed to preserve evidence:

(1) the degree of fault on the part of Defendant; (2) the degree of prejudice suffered by Plaintiff; and (3) the availability of a lesser sanction that will protect Plaintiff's rights and deter future similar conduct. Applying these factors, Plaintiff requests summary judgment, or in the alternative an adverse inference (spoliation) instruction be given in this matter.

Because Defendant had no duty to preserve the rejected product, there is no "fault" on the part of Defendant in failing to preserve evidence. Defendant contracted with Joe Parsons as a vendor, who was doing business as an agent of Veneer Resources. Defendant exercised its duty to notify the vendor of the rejected product and afford an opportunity for inspection by complying with the established course of dealing between Edgemate and Mr. Parsons. If Plaintiff took assignment of accounts receivable, such accounts are subject to the terms, conditions, customs and business practices established between Edgemate and Joe Parsons as agent of his affiliated companies, including the rights and duties of Edgemate with respect to nonconforming goods. Such rights include Edgemate's obligation to notify Joe Parson's of the nonconforming goods and follow his instructions as to the disposition, and the right to take a credit against future invoices. Defendant has produced evidence of compliance with this course of action through deposition testimony and work order documentation.

WHEREFORE, the record does not support Plaintiff's attempt to assert spoliation of evidence as a sanction against Defendant, and the Motion must be denied.



Matthew B. Taladay, Esq.
Attorney for Defendant,
Edgemate, Inc.

19. Denied. Any promise of payment made by Defendant was subject to defendant's claim of credit and offset for non-conforming and substandard goods. It is denied that Defendant ever waived the right of setoff or credit for sub-standard product against the purchase orders described in paragraph five.

20. Admitted in part and denied in part. The contents and dates of purchase order number PO02006 are admitted. It is further admitted that Defendant tendered a check in the amount of $41,749.54. It is denied that Defendant promised unconditionally to pay this amount. To the contrary, the check was issued in error and payment was stopped. By way of further answer, Defendants obligation to pay for purchase orders was at all times subject to the right of setoff or credit for sub-standard product. Upon inspection of the products delivered by Plaintiff, and discovery that the products were running out of specification and were substandard, Defendant was entitled to substantial credits against the invoiced amounts, as more fully set forth in the "New Matter" hereto.

21. Admitted in part and denied in part. It is admitted that Plaintiff advised defendant that the subject purchase order had been filled. It is denied that the purchase order was filled "as agreed." To the contrary, a substantial part of the goods delivered were substandard and out of contract specifications.

22. Admitted.

23. Admitted.

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Plaintiff,	)	No. 07-714-CD
vs.	)	
EDGEMATE INC., A CORPORATION,	)	
Defendant,	)	
vs.	)	
JOE PARSONS d/b/a VENEER RESOURCES GROUP, LLC and JOE PARSONS, d/b/a MADISON-SANZ Ltd. And VENEER RESOURCES GROUP LLC, and VANEER RESOURCES GROUP, Ltd.,	)	
Additional Defendants.	)	

Certified Copy

PROCEEDINGS: Deposition of HARRY K. BENJAMIN

DATE: April 30, 2008

TIME: 10:38 a.m. - 12:31 p.m.

PLACE: Hanak, Guido & Taladay
528 Liberty Boulevard
DuBois, Pennsylvania

REPORTER: Susanna C. Englert
CSR 1951
Notary Public

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Q. Well --

A. I don't grade the wood.

Q. Okay. What does your company do? I'm sorry.

A. Well, we have a procedure.

Q. What is the procedure?

A. If the wood is rejected, the vendor is notified, and a number of courses of action can take place.

Q. Do you know what the time frame is between the grading and notification to the vendor?

A. No. I don't know exactly, no. I assume it's short order.

Q. And you say there's various types of actions. What are those various types of actions?

A. Well, there's -- it starts out with rejection, whereby the specification of the order is not met. There are then options of downgrading the material to, for example, edging grade. And the third is the disposal of the material. And the fourth is the return of the material to the vendor.

Q. Okay. You mentioned four. I only heard three. I missed the first one. You were kind

enough to let us visit your plant. We actually watched the operation. So let me go through this again.

When a material is graded and it doesn't meet specs, you say there's four options that can occur. I'm sorry, but I only heard three. What are the four options?

A. Downgrade.

Q. Downgrade means we go from facing material to banding material?

A. Well, we go from sheet, or panel grade material, to continuous roll material.

Q. Okay. All right. That's one option.

A. Two -- can she repeat my answer?

MR. TALADAY: I'll tell you what he said. Off the record.

(Discussion held off the record.)

BY MR. NADDEO:

Q. The question is, once you've graded the material and you've rejected it, I understand there are now four options for dealing with the rejected material.

Could you please explain to me the four options?

A. I think there's three options.

Q. All right.

A. Downgrading -- downgrading the wood, disposing of the wood and returning the wood.

Q. That's fine. Does the grader make the determination as to which option you use?

A. No.

Q. Who makes that determination?

A. That's made between the combination of the face plant manager, assistant face plant manager, the purchasing agent, and the vendor.

Q. All right. So the vendor is involved in this process in some manner?

A. Correct.

Q. How do you involve the vendor?

A. Well, the first thing is that the rejected material is packaged and placed in an area for that particular vendor, rejects, so that that vendor has the opportunity to come in and look at it. If they choose to come in and look at it, then they look at it with either all three of those people, or one of those people, and it's actually the vendor's call as to what they want to do with it.

Q. So the vendor can come in and say, "If you're not willing to downgrade," which means two

other options, goes in the chipper or it goes out the door someplace, it would be up to the supplier to say, "Put it in the chipper or I'll take it back"?

A. Correct.

Q. If you don't exercise option one, which is the downgrade.

A. Correct. If they don't exercise option one. It's their decision.

Q. Well, the downgrading would be your decision, wouldn't it?

A. No.

Q. That's also their decision?

A. Their decision.

Q. I'm sorry. So, actually, the supplier gets to participate in the various options?

A. If it's rejected, from that point on, that vendor is responsible for its disposition. And there are three options.

Q. In which he gets, the vendor gets, to participate?

A. Correct.

MR. TALADAY: Can we go off the record.

(Break in deposition taken.)

///

Q. Do you now understand that it is the plaintiff's contention that, in return for issuing the check identified in Exhibit 5, that Forcey agreed to fill, or provide veneer to Edgemate in response to the purchase order identified as Exhibit 7?

A. I understand that contention. And it's not true.

Q. All right. Do you also understand that the plaintiff contends that one of plaintiff's representatives maintains that he had a conversation with you on April 16, 2007, at which time you directed Forcey to place the material that was purchased in response to the purchase order identified as Exhibit 7 at their warehouse?

A. I understand that contention. That's not true.

Q. It never happened. You never had a discussion with Brant Forcey on April 16th of '07?

A. I had a discussion. I didn't tell him what to do with anything.

Q. What did you tell him? Do you recall the conversation?

A. My recollection, the conversation was that he had a load of wood that he was -- that he

BY MR. NADDEO:

Q. That's what the e-mail says.

A. I still don't understand the question --

Q. All right.

A. -- if there's a question there.

Q. Well, I think there was a question there. I think I finally got a question in there. But at any rate, let's go back.

Mr. Lardieri is your purchasing agent. He would be the best person -- he would be the person most knowledgeable of whatever credits are due to the company, would he not?

A. He'd be one of them, yes.

Q. Okay. Now, according to Mr. Lardieri's e-mail, as of April 27, 2007, the credits owed to Edgemate by Joe -- it's directed to Joe Parsons -- was $23,398.34. That's according to Mr. Lardieri's e-mail.

MR. TALADAY: Let me put an objection to the question. I think Mr. Benjamin indicated that he had never seen this e-mail previously, therefore, he can't vouch for its contents.

That being said, if you understand the question, go ahead and answer.

THE WITNESS: I think I understand what

the goal was of this e-mail.

BY MR. NADDEO:

Q. Okay. What do you believe the goal of this e-mail to be?

A. This e-mail was a follow-up to the phone conference that was held -- which I was part of, I believe -- at which time the problem occurred that the question was asked, what are the total credits due Edgemate by the combination of Madison-Sanz, Veneer Resources and now Forcey Lumber.

Q. Okay.

A. The answers -- the answer was that, we have, up to this point, inspected a certain amount -- graded, I'm sorry, graded a certain amount of the wood received, and we have in the reject area an amount totaling $23,398.34. Additionally, we have another 609,000 square feet of wood delivered to us by a combination of Madison-Sanz, Veneer Resources, which has not been graded.

In an effort to come up with a solution to the problem as to how do we get credits, how do we get our credit issue resolved immediately, vis-a-vis the Forcey relationship with Parsons, we tried to come up with a total -- estimated total

of what the credits would be. So we came up with a factor that said that, in general, Madison-Sanz, Veneer Resources' deliveries to Edgemate had a net reject rate, taking into account downgrading of 40 -- of 60 -- of 40 percent, so that everything delivered by Joe Parsons and his associated companies, had a net successful grade -- or a net success of 60 percent.

Now, this e-mail is effectively a typo, because this should be the denominator rather than the multiplier of a factor, so that what we're trying to do is say, of the balance remaining, the 609,000 square feet we were willing to assume that under the same conditions as we historically experienced, that 40 percent would be rejected. We then would attempt to make that 40 percent into a numeric number of dollars and come up with a total dollars of credits that are owed, both graded and non-graded, in an effort to resolve the matter right now.

(Benjamin Exhibit No. 9 marked for identification, attached hereto.)

BY MR. NADDEO:

Q. Mr. Benjamin, I'm going to show you what has been marked as Exhibit 9 and ask you if you've

ever seen the documents which appear in that exhibit.

A. No, I haven't seen any of this.

Q. Now that you've had an opportunity to review it, do you have any idea what that exhibit is intended to represent?

A. I can't speak for what it is. I don't even see a date on it. I think you'd have to speak to the author.

Q. That would be Mr. Lardieri?

A. That's what it indicates.

(Benjamin Exhibit No. 10 marked for identification, attached hereto.)

BY MR. NADDEO:

Q. Mr. Benjamin, I'm going to present you what has been marked as Exhibit 10 and represent that it is a copy of Exhibit A which was attached to your answer to plaintiff's complaint and ask if you recognize that.

A. Yes.

Q. And that exhibit indicates that the total credits claimed by Edgemate against the plaintiff in this case is $40,000 -- I can't read it --

MR. TALADAY: 590.22.

///

BY MR. NADDEO:

Q. Do you know, or can you tell me how those credits grew from $23,000 back in April of 2007 to $40,590.22?

A. Yes.

Q. And that was from additional grading of material that you had from Mr. Parsons, or one of his associated or affiliated companies?

A. Yes.

Q. And in every case, was Mr. Parsons contacted and given an opportunity to participate in the grading and do the material?

A. Generally the vendors don't participate in the grading. If they are on site that day for one reason or another, the grading operation is open to them at all times, but generally they're more concerned in visualizing -- personally visualizing the reject.

Q. Then let me rephrase the question. Was Mr. Parsons contacted and provided an opportunity to review the rejects?

A. I can't answer that.

Q. Do you know who could answer that?

A. I believe Adam Lardieri. And/or Chaz Boyle.

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Additional Defendants.	)	

Certified Copy

PROCEEDINGS: Deposition of ADAM LARDIERI

DATE: April 30, 2008

TIME: 12:48 p.m. - 1:58 p.m.

PLACE: Hanak, Guido & Taladay
528 Liberty Boulevard
DuBois, Pennsylvania

REPORTER: Susanna C. Englert
CSR 1951
Notary Public

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A. We wouldn't do anything.

Q. I spoke over you.

A. No, go ahead.

Q. Let's stop apologizing. I'll try not to interrupt you, and vice versa. How is that?

So 3 percent is within your range of deviation on a pallet?

A. That would be acceptable.

Q. Okay. So let's say, if it's 4 percent, would there be rejects then?

A. Well, we would consider a rejection and try to do something else with it, but I would not ask for a credit from the supplier for it.

Q. At what percentage do you ask for a credit?

A. At 6.

Q. So within 5 percent deviation, you use the material with no credit?

A. Correct.

Q. And if it goes over 5 percent, then you're going to look to the supplier for some kind of an adjustment?

A. Correct.

Q. Now, I understand that one of the adjustments might be to downgrade the material.

A. Correct.

Q. And do you have some kind of record as to the material that is downgraded?

A. I don't, but I don't really know --

Q. You don't keep the record?

A. I don't keep a record of it.

Q. Okay. But when you downgrade, are you really asking the supplier to take a reduced amount for the material?

A. Yes. The difference in price, yeah.

Q. Well, don't you memorialize the difference in pricing on some type of document?

A. Yeah. A debit memo that I would ask for, yeah.

Q. What happens to the debit memo?

A. I'd fax it to the supplier.

Q. Do you keep a copy?

A. I try to, I should say. I'm pretty sure I have them on my computer.

Q. Another option would be to have the supplier take the material back?

A. Correct. I would -- if we get into something where we -- it's a full pallet, never been touched, we'll take it off, they start pulling the first so many stacks or bundles out of

it. If it's not meeting what we want right away, we know we're going to yield poorly, we'll put it all back together, put a lid back on it. At that time, I'd ask for -- say, "Hey, we're going to send this back for the full price." They can do whatever with it.

There's also an occasion where -- certain species, we only use for the long length, to make these sheets, whereas, we don't do this species, that sort of species in the edge banding. When I talk with our suppliers, they know when I don't have any use for it except to give it back to them. They can resell it to, you know, somebody else, it's just no use to us.

Q. Okay. So one option is to downgrade the reject, another option is to send it back to the supplier or have the supplier pick it up?

A. Correct.

Q. And the third option is what?

A. Just dispose of it.

Q. Is that usually done with the consent of the supplier?

A. Yes.

Q. So you just don't put something down the shredder unless a supplier says, "I'm not going to

come for it, put it down the shredder"?

A. Correct.

Q. Is a record made of the material that's put down the shredder?

A. No. I couldn't -- I don't think I'd be able to tell by looking at a credit memo whether or not they picked that material back up or not. The only way I could even guess at it is based on how much square footage there is there. If there's a little amount, the chances are the supplier doesn't want it back. If it's a sizeable amount, they probably want it back.

Q. So basically all you have is a credit memo, which you may or may not keep after it's sent back to the supplier?

A. I have my credit memo.

Q. Right.

A. I keep those on my computer. We have a list on the scheduler's computer. He keeps his own records. And I'm positive of those two things, but I'm not certain about if the actual graders keep any record. I don't see why they would.

Q. Now, when you decide to reject all or part of a pallet, the supplier is notified?

A. Yes.

Q. Is the supplier given an opportunity to take a look at the material?

A. Yes.

Q. How is that arranged?

A. Basically, after I send them the credit memo, it will say, "Is this something you want to take back? If you want it, you can have it; if not, we're getting rid of it." But I try to have them come back in so that they will look at it and know why we're rejecting it -- so the point is supposed to be, we don't have these rejections. It doesn't seem to work out. We still say, "Do you agree with us that this is bad? Do you think there's something wrong with what we're saying?" But I've never run into any problems with them wanting to come back in and look at things that are wrong. Usually suppliers take us up on an offer to come in and look at everything. Sometimes they just say, "No, I think we know what the problem is."

Q. Okay, I'm not sure I understand. Are you telling me that suppliers normally do not take you up on your offer to come and look at the material, or they do? It's two questions, I'm sorry.

Forcey, you were aware that his company, or Forcey Lumber, had paid for this material --

A. Right?

Q. -- you knew that?

A. Yes.

Q. Did you give Forcey Lumber an opportunity to inspect the rejects?

A. I don't remember. I can't recall if we had discussed it or not.

Q. Did Forcey Lumber ever have an opportunity to inspect anything other than the material that we saw at the factory the day we visited?

A. I don't believe so.

(Discussion held off the record.)

MR. TALADAY: I think he needs to add something to complete his last answer.

THE WITNESS: There was -- I do remember Brant actually being in the plant, and he was out there -- and this is, I think, when he was first becoming aware of the amount of rejects -- and he saw that very briefly. I wouldn't say that he inspected it, but he saw the pallets building up. And there was also supposed to be another time where Joe and, I think Brant, was supposed to come

in. They never called us about coming in to the meeting. They didn't show up. And I'm not sure why.

BY MR. NADDEO:

Q. A couple other questions. When we made the inspection of the material, the rejected material, that was cross referenced to various invoices for which you had rejection memos or slips, correct?

A. Correct.

Q. And in making notes of what was there and not there, would you agree that much of the material that had been rejected was no longer at the plant, as in we have notations "not there, not there, not there"?

A. I agree that some of them weren't there, but I want to add that it also may have been picked up by Joe Parsons. Maybe he had taken it back already, because I do know that had happened.

Q. But you don't know for a fact what happened to the material that wasn't there?

A. I don't. I do not.

Q. It may have been picked up by Joe Parsons?

A. It may have.

Q. It might have gone down the chipper, too, right?

A. I can't say.

Q. I mean, that's an option.

A. It would be an option, but I know the way we've been doing things, we wouldn't just throw something out.

Q. Were you present on April 13, 2007 when Brant Forcey agreed to fill the open purchase order identified as Exhibit 7?

MR. TALADAY: I'm going to object to the form of the question. Just that I'm not sure that that's been established yet, that that occurred.

MR. NADDEO: Well, I'm asking if he was there.

MR. TALADAY: I think you need to ask him if it happened first.

MR. NADDEO: How would he know, if he wasn't there?

MR. TALADAY: I don't want to argue with you, Jim.

MR. NADDEO: Let me rephrase this.

Q. Did you participate in a conversation with Brant Forcey on April 13, 2007 where he agreed to fill the purchase order identified on

IN THE COURT OF COMMON PLEAS
OF
CLEARFIELD COUNTY, PENNSYLVANIA

FORCEY LUMBER COMPANY, a corporation Plaintiff	:	
-vs-	:	NO. 2007 - 714 - CD
EDGEMATE, INCORPORATED a corporation, Defendant	:	CIVIL DIVISION
-vs-	:	
JOE PARSONS d/b/a VENEER RESOURCES GROUP, LLC, and JOE PARSONS d/b/a MADISON SANZ, Ltd. and VENEER RESOURCES GROUP, LLC, and VENEER RESOURCES GROUP, Ltd. Additional Defendants	:	

PROCEEDINGS:	Deposition of CHAZ BOYLE
DATE:	Wednesday, February 4, 2009 11:20 a.m. - 12:45 p.m.
PLACE:	Naddeo & Lewis, LLC 207 East Market Street Clearfield, PA 16830
REPORTED BY:	Maryann Cornelius Freelance Court Reporter Notary Public

MARYANN CORNELIUS
Freelance Court Reporter
339 Southmont Boulevard
Johnstown, PA 15905
(814) 536-7405

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Based on your knowledge and your position as the head of purchasing material, do you agree that Mr. Parsons' rejection rate was higher than average?

A Yes.

Q Okay. Next question then. Do you have a record of the rejection rate of material that he supplied to the company and the answer was yes.

A To my knowledge we have -- we have records of every credit from any supplier.

Q Okay. Next question, line 24. And that's how you came up with the 40 percent rejection figure. That would still be on page 29, line 24, that was the question.

MR. TALADAY: Are you asking him to confirm that that's what it says?

MR. NADDEO: Yes.

THE WITNESS: That's what I read.

BY MR. NADDEO:

Q Okay. On the next page, line 30 -- excuse me, page 30, line 1, the answer is correct, that's what it says?

A Yes.

Q Question, line 2, page 30. And to come up with that 40 percent figure, how did you calculate. He then gives an answer. Would you read that answer, please?

A Yes. Well, actually --

Q No, you don't have to read it out loud. I would

just like you to read it and be familiar with the answer.

A I'm familiar with the answer.

Q Okay. The next question at line 10 is, okay, so the calculation of 40 percent was transmitted to Mr. Parsons by you, but you weren't responsible for the calculation?

A That's correct.

Q His answer is correct?

A Correct.

Q The next question is, do you know who was, agreed?

A Correct.

Q His answer, that would be my manager, Chaz Boyle.

A That's correct.

Q Okay. Did you in fact come up with the 40 percent rejection rate for Mr. Parsons' material?

A I've always been responsible for the evaluation of our suppliers, so yes.

Q Okay. How did you come up with the 40 percent?

A It's a pretty easy system. It downloads all -- all the amounts, square footage onto the receivables. We have a receiving table that shows everything received by any supplier. So I have a total square footage of an amount received, and then I subtract all credits from those totals in any monthly period.

Q Okay. So those credits are handled on a monthly basis?

A The process is to basically load it on a separate pallet, a notification to the materials manager is made. Typically, it is then set -- it is set aside on a separate pallet. The material -- the reject is typically double checked to confirm or not to confirm if the grader has been overly harsh or not harsh enough, and then it is packaged up. The supplier -- if it's confirmed by the materials manager that it is truly out of spec, then a notification to the supplier is made and a credit memo is made in return.

Q Okay. But it's now on a pallet. What happens to it after you go through the confirmation that it's not up to spec, we've now repackaged it and placed it on a pallet and notified the supplier?

A The supplier -- in most cases the supplier either notifies us that they want it back and they provide return details, or they ask us to basically toss it, get rid of it.

Q Okay. Do you keep some kind of record in your computer system about -- concerning the rejected material?

A I believe visual manufacturing has -- it's not easy. It indicates every transaction created in the computer system, so there would have been an issue out of the rejected product so it shows up on a PNL statement. But you have to understand, there are thousands of transactions every day, it's just one of the transactions made.

Q Okay. That was an explanation. I guess I'm still

not clear whether there is or is not a record in the system?

A There is.

Q Who maintains that record?

MR. TALADAY: Jim, just so I'm clear about this. Are you asking a record of what physically happens to the product?

MR. NADDEO: No.

BY MR. NADDEO:

Q I'm asking what -- is there a record, for instance, when a supplier delivers material to the plant, okay, invoice number 500, and it's inspected and we find that there is 2,000 square foot of material that's out of spec which gets repackaged. Does the computer system then identify that 2,000 square feet --

A Not to that.

Q -- to the particular invoice?

A No, no.

Q Okay. So, when you deal with rejected product, there is no way to relate the rejected product to when the product came into the plant?

A It is if it's -- this same form, I'm assuming, could be used as a rejection notice as long as they put the purchase order on there. Then you could go back to the credits and show on the credit what purchase order it went to. But, again, as I explained, they weren't on that system at the

time.

If I wanted to know globally the big picture, the percentage of sales to rejections with any one supplier, how would I calculate that number?

A You would have to download all the receipts and then add up all the credit memos against the suppliers.

Q Then divide the total receipts -- or, excuse me, divide total credits by receipt?

A That's correct.

Q It would give you a picture of what's going on?

A It would give you whatever period you have defined.

MR. NADDEO: That's it. Thank you.

MR. TALADAY: I've got a few questions.

EXAMINATION

BY MR. TALADAY:

Q Mr. Boyle, you were asked early on in the deposition to look at a transcript of testimony that Adam Lardieri gave that had to do with his understanding of what the rejection rate was for overall and perhaps for Mr. Parsons. In your position as it existed in the winter and spring of 2007, was it part of your job duties to evaluate the vendors that Edgemate used?

A Yes.

Q And as part of that evaluation, would you take into

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CLEARFIELD COUNTY, PENNSYLVANIA

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-vs-	:	
JOE PARSONS d/b/a VENEER RESOURCES GROUP, LLC, and JOE PARSONS d/b/a MADISON SANZ, Ltd. and VENEER RESOURCES GROUP, LLC, and VENEER RESOURCES GROUP, Ltd. Additional Defendants	:	

PROCEEDINGS: Deposition of JAMES F. MORTER

DATE: Wednesday, February 4, 2009
12:55 - 1:50 p.m.

PLACE: Naddeo & Lewis, LLC
207 East Market Street
Clearfield, PA 16830

REPORTED BY: Maryann Cornelius
Freelance Court Reporter
Notary Public

MARYANN CORNELIUS
Freelance Court Reporter
339 Southmont Boulevard
Johnstown, PA 15905
(814) 536-7405

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happens in the grading process?

A Correct.

Q And how you deal with veneer that is, I'll call substandard?

A Uh-huh.

Q Correct?

A Yes.

Q Okay. And let me just review that for the record to be sure if my understanding is correct. When the veneer comes in, you do have graders who work for Edgemate?

A Yes.

Q The graders determine whether the veneer meets Edgemate's specifications?

A Yes.

Q And if the material does not meet Edgemate's specifications, the next problem is to dispose of it in some way, you've got to do something with it?

A Yes.

Q And "dispose" may be a harsh term.

A Well, yes.

Q You have to do something. And it's my recollection that you notify the supplier and give the supplier an opportunity to retrieve the material that does not meet specifications?

A Yes.

Q Is that right?

A Uh-huh.

Q Okay. And if the buyer does not retrieve the material at some point it is destroyed?

A Yes.

Q Okay. I think your term was, "we put it in the chipper?"

A Yeah, the grinder.

Q Grinder, chipper?

A Chipper, grinder, it is destroyed, yes.

Q Whether it's a chipper or grinder isn't going to drive the end result of this case. If you want to call it a grinder, I'll call it a grinder.

A Okay.

Q Now, do you keep any records at that point of how much the total pallet did not meet specifications?

A Yes.

Q What type of record do you keep?

A We have a -- and this is for everything, it doesn't have to -- this is our yields, where we get our yields from. We watch every -- when we open that pallet up and it's been scheduled, okay, to run for whatever product we're going to make or whatever species of wood because -- remember, I said when it comes in the door we have every pallet marked out in the plant. And when we pull that pallet -- our people are

A Yes.

Q Once you determine that, do you then connect the reject, the material to a specific number or supplier?

A To a supplier.

Q How do you do that?

A When the supervisor's out there, okay, we actually have, when we're grading, to understand the grading, I don't know if you remember the grading tables they had. They had the material off -- after the grading station of the so-called good material, if there's any bad material, there's a table setting off to the side.

Q What record is generated between the good and bad material?

A On the work order. On the work order is what tells me. Now, again, let's use 40,000 square feet, ten of it is bad. So I'll end up after that whole pallet is used, there will be a table to the side that has 10,000 square feet on it. Now, when that -- so that pallet's completely done, the work order is done, it comes into the office with the tag number off the pallet that tells who the vendor was, who the supplier was. They bring that in and then it has all the numbers, hey, we got 30,000 good, 10,000 bad. And then also that's where it's given to -- the materials manager looks at it and also my schedular who does the Excel spreadsheet 'cause he now wants to deduct that pallet off of his inventory, so instead of

having six pallets now, he only has five, okay?

Q Right.

A But the materials manager -- I'm also now, again, if it fell under that threshold, I'm looking at it and going, geez, what the heck happened. Well, this is the problem. And then I give it to the materials manager because he's going to look at it and say, well, geez, there it fell under, look at how much waste we have. I call the -- whatever supplier it is, call him up and say, hey, you need to come in and look, we had a lot of waste here. You know, obviously, we're looking for a credit --

Q Okay.

A -- or it goes to the chipper. They tell us what to do with it.

Q All right. I want to talk about that, but before I get there I still want to know what happens to that record that we generate to keep track of the inventory and how much of the pallet was useable and how much was not useable?

A That record is on the work order.

Q Okay. And that work order ultimately goes to the office?

A Yes.

Q And you think that the information from that work order is then somehow placed on the computer, if you know. I don't know, I'm asking.

A Wait, say it again. The information?

Q The information from the work order, once it goes to the office, is it put into a computer?

A Yeah. Because he has to complete -- the scheduler does, he sends it in. He has to complete the work order out and close the work order, so that's where the information is put in on the system, that's correct, on the computer.

Q Are you sure?

A Yes.

Q Okay. So, if I were to look at the computer, I ought to be able to find on any given day who provided the product, how much of it was useable and how much of it was rejected?

A Yes.

Q You're sure? Have you ever seen that document, have you ever seen --

A I've seen the work order documents, yeah.

Q So you've actually seen that on the computer?

A Yes.

Q What happens to the raw material, and by raw material I mean the work order before it goes -- after it goes into the computer, is that saved or destroyed?

A Say it again.

Q The work order. Once the work order goes to the office and the information is placed into the computer, okay?

Q For all you know it might be hours or minutes or weeks?

A No. I can -- I don't say speculation, it's months.

Q Okay. But you don't know how many months they keep it?

A No.

Q But it is in the computer?

A Yes.

Q And you've actually seen the information on the computer?

A Uh-huh. Yes.

Q Does the computer generate some kind of spreadsheet with that information on it?

A No.

Q What does the computer generate?

A It's closing it out, that work order. If you don't close the work order out, it's going to be hanging out there forever. Because we have work orders, you know, coming through the plant so it has to close it out.

Q Now you're aware that Edgemate was having some problems with material, specifically veneer that it had purchased from Mr. Parsons?

A Yes.

Q And you know that's why we were at the plant, maybe a year ago in the winter?

A Yes.

Q Right?

A Yes.

Q Okay. Now based on the procedure that you've described to me, you would have been involved in evaluating the extent to which that veneer did not meet specifications, is that right?

A Yes.

Q At the end you're the ultimate person, you're the arbiter of, after it's gone through inspection, you then go out and look at it to make sure somebody hasn't overreacted and set aside material that maybe could have been or should have been used?

A Yes.

Q Right?

A Yes.

Q Okay. Now getting back into February of 2007, do you -- can you tell me in percentages how much of the material that you were receiving from Mr. Parsons failed to meet specs? Now that's a question that you might not be able to answer, and if you don't know you should say I don't know.

A I don't know.

Q If you can give me a percentage, I would like to know.

A Well, again, do you want me to speculate?

Q No.
A You want an exact?
Q No, no, no, no, no. You were looking at the stuff, right?
A Yes.
Q And you would look at the stuff on a daily basis, if necessary?
A Yes.
Q What I'm asking you is, do you know approximately what percentage of the material shipped by Mr. Parsons was being rejected?
A At that point in time, no, 'cause I can't give you an exact.
Q All right. Do you have an estimate?
A I can give you -- do you want me to give an estimate?
MR. TALADAY: Only to the extent that you can do that with any degree of accuracy, but you don't want to guess.
BY MR. NADDEO:
Q An estimate is not necessarily -- when I ask for an estimate, I'm not asking for ten percent and you better take it to the bank, okay?
A Uh-huh.
Q I'm asking for a reasonable estimate based on your

experience.

MR. TALADAY: His question is a fair question, if you can answer it.

THE WITNESS: I can answer it, yeah.

MR. TALADAY: Well, go ahead.

THE WITNESS: At that point in time when we saw that his quality of the veneer was not meeting our specs and going downhill it was over 50 percent.

BY MR. NADDEO:

Q Okay. But that would then -- that should be reflected on the work orders and the information in the computer?

A Yeah, that we had started to use and run, that's correct.

Q Okay.

A Yes.

Q Do you know what happened to the rejected material from Mr. Parsons in that time frame from February of '07 through June of '07, do you know what happened to the rejected material?

A February '07 to June '07, yes, I do.

Q What happened to it?

A We kept it.

Q Do you still have it?

A No.

Q It was eventually picked up by Mr. Parsons or destroyed?

A No, destroyed.

Q And you didn't destroy it until after we visited the plant and looked at it?

A Oh, yes, it was way after. I mean, it was after June of '07, it was well after when we had it. Because we had it, storing it there, and it was taking up a lot of room.

Q When we visited the plant --

A Uh-huh.

Q -- was all of the rejected material still at the plant?

A Yes.

Q And that's the material that was inspected and photographed?

A That you did some of it, yes.

Q And we would identify that material from the pallet numbers?

A Yes.

Q And then correlate those pallet numbers to Mr. Parsons?

A Yes.

(Check to Forcey Lumber Company, previously marked as Exhibit No. 5.)

BY MR. NADDEO:

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

FORCEY LUMBER COMPANY, a corporation, Plaintiff	:	
vs.	:	
EDGEMATE INC., a corporation, Defendant	:	
	:	No. 07-714-CD
vs.	:	
JOE PARSONS d/b/a VENEER RESOURCES GROUP, LLC and JOE PARSONS d/b/a MADISON-SANZ Ltd. and VENEER RESOURCES GROUP, LLC, and VENEER RESOURCES GROUP, Ltd. Additional Defendants	:	

CERTIFICATE OF SERVICE

I certify that on the 14th day of May, 2009, a true and correct copy of the foregoing Response to Motion for Sanction Regarding Spoliation of Evidence was forwarded via first class U.S. mail, postage prepaid, addressed as follows:

James A. Naddeo, Esq.
Attorneys for Plaintiff
NADDEO & LEWIS, LLC
P.O. Box 552
Clearfield, PA 16830

Joe Parsons
Veneer Resources Group, LLC
14-B Robbins Street
Thomasville, North Carolina 27360

Matthew B. Taladay, Esq.
Attorney for Defendant

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

FORCEY LUMBER COMPANY, A CORPORATION, Plaintiff, vs. EDGEMATE INC. A CORPORATION, Defendant. vs. JOE PARSONS d/b/a VENEER RESOURCES GROUP, LLC and JOE PARSONS, d/b/a MADISON-SANZ Ltd. And VENEER RESOURCES GROUP, LLC, and VANEER RESOURCES GROUP, Ltd. Additional Defendants	*	No. 07 - 714 - CD Type of Pleading: **CERTIFICATE OF SERVICE** Filed on behalf of: Plaintiff Counsel of Record for this party: James A. Naddeo, Esq. Pa I.D. 06820 NADDEO & LEWIS, LLC 207 E. Market Street P.O. Box 552 Clearfield, PA 16830 (814) 765-1601

FILED No CC.
0/10:40 2m
APR 22 2009
William A. Shaw
Prothonotary/Clerk of Courts

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

FORCEY LUMBER COMPANY, A CORPORATION, Plaintiff,	*	
vs.	*	No. 07 - 714 - CD
EDGEMATE INC. A CORPORATION, Defendant	*	
vs.	*	
JOE PARSONS d/b/a VENEER RESOURCES GROUP, LLC and JOE PARSONS, d/b/a MADISON-SANZ Ltd. And VENEER RESOURCES GROUP, LLC, and VANEER RESOURCES GROUP, Ltd. Additional Defendants	*	

CERTIFICATE OF SERVICE

I, James A. Naddeo, Esquire, do hereby certify that a certified copy of Order dated April 17, 2009 was served on the following and in the following manner on the 21st day of April, 2009:

First-Class Mail, Postage Prepaid

Matthew B. Taladay, Esquire
HANAK, GUIDO & TALADAY
528 Liberty Boulevard
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DuBois, PA 15801

Joe Parsons
Veneer Resources Group, LLC
14-B Robbins Street
Thomasville, North Carolina 27360

NADDEO & LEWIS, LLC

By: James A. Naddeo
James A. Naddeo
Attorney for Plaintiff

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

Forcey Lumber Company, a corporation, Plaintiff,	*	
v.	*	No. 07-714-CD
Edgemate Inc., a corporation, Defendant.	*	
v.	*	
JOE PARSONS d/b/a VENEER RESOURCES GROUP, LLC and JOE PARSONS, d/b/a MADISON-SANZ Ltd. And VENEER RESOURCES GROUP, LLC, and VANEER RESOURCES GROUP, Ltd. Additional Defendants.	*	

ORDER

AND NOW this 17th day of April, 2009, upon consideration of Plaintiff's Motion for Partial Summary Judgment filed by James A. Naddeo, attorney of record for Plaintiff, it is the Order of this Court that this case will be heard before the Court on the 11th day of June, 2009, at 10:00 A.M., at the Clearfield County Courthouse, Clearfield, Pennsylvania, Courtroom No. 1.

BY THE COURT,

FILED 3cc
013:54BH Atty Naddeo
APR 17 2009
William A. Shaw
Prothonotary/Clerk of Courts

Judge

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

FORCEY LUMBER COMPANY,
A CORPORATION,

Plaintiff,

vs.

EDGEMATE INC.
A CORPORATION,

Defendant.

vs.

JOE PARSONS d/b/a VENEER RESOURCES GROUP, LLC and JOE PARSONS, d/b/a MADISON-SANZ Ltd. And VENEER RESOURCES GROUP, LLC, and VANEER RESOURCES GROUP, Ltd.

Additional Defendants

FILED
APR 16 2009
6/10:35/C
William A. Shaw
Prothonotary/Clerk of Courts
no c/c

No. 07 - 714 - CD

Type of Pleading:

CERTIFICATE OF SERVICE

Filed on behalf of:
Plaintiff

Counsel of Record for this party:

James A. Naddeo, Esq.
Pa I.D. 06820

NADDEO & LEWIS, LLC
207 E. Market Street
P.O. Box 552
Clearfield, PA 16830
(814) 765-1601

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

FORCEY LUMBER COMPANY, A CORPORATION, Plaintiff,	*	
vs.	*	No. 07 - 714 - CD
EDGEMATE INC. A CORPORATION, Defendant	*	
vs.	*	
JOE PARSONS d/b/a VENEER RESOURCES GROUP, LLC and JOE PARSONS, d/b/a MADISON-SANZ Ltd. And VENEER RESOURCES GROUP, LLC, and VANEER RESOURCES GROUP, Ltd. Additional Defendants	*	

CERTIFICATE OF SERVICE

I, James A. Naddeo, Esquire, do hereby certify that a certified copy of Order dated April 14, 2009 was served on the following and in the following manner on the 16th day of April, 2009:

First-Class Mail, Postage Prepaid

Matthew B. Taladay, Esquire
HANAK, GUIDO & TALADAY
528 Liberty Boulevard
P.O. Box 487
DuBois, PA 15801

Joe Parsons
Veneer Resources Group, LLC
14-B Robbins Street
Thomasville, North Carolina 27360

NADDEO & LEWIS, LLC

By: James A. Naddeo
James A. Naddeo
Attorney for Plaintiff

CA

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

Forcey Lumber Company, a corporation, Plaintiff,	*	
v.	*	No. 07-714-CD
Edgemate Inc., a corporation, Defendant.	*	
v.	*	
JOE PARSONS d/b/a VENEER RESOURCES GROUP, LLC and JOE PARSONS, d/b/a MADISON-SANZ Ltd. And VENEER RESOURCES GROUP, LLC, and VANEER RESOURCES GROUP, Ltd. Additional Defendants.	*	

FILED
APR 14 2009
10/31:00/lc
William A. Shaw
Prothonotary/Clerk of Courts
3 CERT TO ATTY

ORDER

AND NOW this 14th day of April, 2009, upon consideration of the Motion for Sanction Regarding Spoliation of Evidence filed by James A. Naddeo, attorney of record for Plaintiff, it is the Order of this Court that this case will be heard before the Court on the 11th day of June, 2009, at 10:00 A.M., at the Clearfield County Courthouse, Clearfield, Pennsylvania, Courtroom No. 3.

BY THE COURT,

Judge

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

FORCEY LUMBER COMPANY, A CORPORATION, Plaintiff, vs. EDGEMATE INC. A CORPORATION, Defendant. vs. JOE PARSONS d/b/a VENEER RESOURCES GROUP, LLC and JOE PARSONS, d/b/a MADISON-SANZ Ltd. And VENEER RESOURCES GROUP, LLC, and VANEER RESOURCES GROUP, Ltd. Additional Defendants	*	No. 07 - 714 - CD
	*	Type of Pleading:
	*	**PLAINTIFF'S MOTION FOR PARTIAL SUMMARY JUDGMENT**
	*	Filed on behalf of: Plaintiff
	*	Counsel of Record for this party:
	*	James A. Naddeo, Esq. Pa I.D. 06820
	*	NADDEO & LEWIS, LLC 207 E. Market Street P.O. Box 552 Clearfield, PA 16830 (814) 765-1601
Dated: April 14, 2009	*	

FILED 2cc
APR 15 2009 01:32/61 Atty Naddeo
William A. Shaw
Prothonotary/Clerk of Courts

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

Forcey Lumber Company, a corpcration, Plaintiff,	*	
v.	*	No. 07-714-CD
Edgemate Inc., a corporation, Defendant.	*	
v.	*	
JOE PARSONS d/b/a VENEER RESOURCES GROUP, LLC and JOE PARSONS, d/b/a MADISON-SANZ Ltd. And VENEER RESOURCES GROUP, LLC, and VANEER RESOURCES GROUP, Ltd. Additional Defendants.	*	

PLAINTIFF'S MOTION FOR PARTIAL SUMMARY JUDGMENT

NOW COMES the Plaintiff, Forcey Lumber Company (hereinafter "Forcey"), and by its attorney, James A. Naddeo, Esquire, moves this Court to grant a motion for partial summary judgment as to Edgemate's liability to Forcey for the contract and purchase order filled directly by Forcey to Edgemate and in support thereof avers as follows:

1. Plaintiff's complaint for breach of contract, accord and satisfaction, nonpayment of check, negligent misrepresentation and fraud center around Plaintiff's purchase of certain invoices for veneer product which Veneer Resources

Group, LLC would fill for Defendant and payment was to be made to Plaintiff for the same.

2. That Count II of Plaintiff's Amended Complaint is with regard to Purchase Order P002006 which was issued to Forcey from Edgemate and the parties contracted for the same to be filled by Forcey and for Edgemate to pay the sum stated on the purchase order for the product. *See* Affidavit of Terry Forcey which is attached hereto as Exhibit "A"; Amended Complaint Paragraphs 19-20 which are incorporated herein by reference; Deposition of James F. Morter of Edgemate Page 43-45 which is attached hereto in pertinent part as Exhibit "B"; Deposition of Harry Benjamin Page 43-45 which is attached hereto in pertinent part as Exhibit "C."

3. That Forcey filled the purchase order and notified Edgemate the product was being delivered. *See* Affidavit of Terry Forcey and Amended Complaint at Paragraph 21 and Defendant's Answer to Amended Complaint Paragraph 21 which are incorporated herein by reference.

4. That Edgemate requested the product be held at Forcey's facility and delivered to Edgemate as it was needed by Edgemate. *See* Affidavit of Terry Forcey.

5. That Edgemate has failed to pay Forcey as contracted for the product. *See* Affidavit of Terry Forcey.

6. That Edgemate's Answer to Amended Complaint Paragraph 21 (wherein Plaintiff states that it was confirmed to Defendant that the purchase order was filled by Plaintiff as agreed) is that it admits that Plaintiff advised Defendant the order had been filled, but that it was not filled "as agreed" because "a substantial part of the goods delivered were substandard and out of contract specification." *See* Plaintiff's Amended Complaint which is incorporated herein by reference and Defendant's Answer to the same which is incorporated herein by reference.

7. That despite the allegation by Edgemate that the product filled to purchase order P002006 is nonconforming, no representative or agent of Edgemate has ever seen or inspected the product with which Forcey filled the order. *See* Affidavit of Terry Forcey.

8. That Edgemate issued a purchase order to Forcey, contracted for the product to be delivered at the price agreed upon on said purchase order and then refused to make payment for the same. *See* Amended Complaint Paragraph 24 and Answer to Amended Complaint Paragraph 24, wherein Defendant admits that it stopped payment on the check written to Forcey which was agreed to be paid in exchange for Forcey filling the purchase order P002006.

9. That Defendant never made any payment to Forcey for the purchase order filled by Forcey. *See* Affidavit of Terry Forcey.

10. That as a matter of law Defendant is liable to Plaintiff for the contract price less the salvage value of the product it ordered, did not accept upon delivery and for which it never made payment to Plaintiff.

11. That there are no genuine issues of material fact that would prevent the Court from entering partial summary judgment in favor of Plaintiff and against Defendant with regard to Defendant's liability to Plaintiff on the purchase order it issued directly to Plaintiff and then refused to make payment for the product it ordered.

WHEREFORE, Plaintiff respectfully requests Your Honorable Court grant the herein motion for partial summary judgment and enter an Order finding Defendant liable to Plaintiff for the difference between the price contracted ($35,810.00) and the salvage value of the product ($19,872.63), said amount being $15,937.37.

NADDEO & LEWIS, LLC

By
James A. Naddeo
Attorney for Plaintiff

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

FORCEY LUMBER COMPANY, A CORPCRATION, Plaintiff,	*	
vs.	*	No. 07 - 714 - CD
EDGEMAIE INC. A CORPCRATION, Defendant	*	
vs.	*	
JOE PARSONS d/b/a VENEER RESOURCES GROUP, LLC and JOE PARSONS, d/b/a MADISON-SANZ Ltd. And VENEER RESOURCES GROUP, LLC, and VANEER RESOURCES GROUP, Ltd. Additional Defendants	*	

CERTIFICATE OF SERVICE

I, James A. Naddeo, Esquire, do hereby certify that a certified copy cf Plaintiff's Motion for Partial Summary Judgment was served on the following and in the following manner on the 15th day of April, 2009:

First-Class Mail, Postage Prepaid

Matthew B. Taladay, Esquire
HANAK, GUIDO & TALADAY
528 Liberty Boulevard
P.O. Box 487
DuBois, PA 15801

Joe Parsons
Veneer Resources Group, LLC
14-B Robbins Street
Thomasville, North Carolina 27360

NADDEO & LEWIS, LLC

By: James A. Naddeo
James A. Naddeo
Attorney for Plaintiff

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

Forcey Lumber Company, a corporation, Plaintiff,	*	
v.	*	No. 07-714-CD
Edgemate Inc., a corporation, Defendant.	*	
v.	*	
JOE PARSONS d/b/a VENEER RESOURCES GROUP, LLC and JOE PARSONS, d/b/a MADISON-SANZ Ltd. And VENEER RESOURCES GROUP, LLC, and VANEER RESOURCES GROUP, Ltd. Additional Defendants.	*	

AFFIDAVIT OF TERRY FORCEY, PRESIDENT OF FORCEY LUMBER COMPANY

COMES NOW, the undersigned, who being duly sworn according to law, and based upon his personal knowledge of the facts stated herein, deposes and says as follows:

1. The Affiant is Terry Forcey, an adult individual who is the President of Forcey Lumber Company (hereinafter "Forcey"), Plaintiff, in above-captioned action.

2. That as President of Forcey, Affiant has personal knowledge and information regarding the herein discussed facts and circumstances.

3. That Edgemate issued a Purchase Order, being order number P002006, to Forcey and the same is attached hereto as

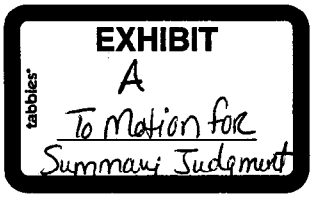


Exhibit "A" (the same being Exhibit "D" to Plaintiff's Amended Complaint).

4. That said Purchase Order was not as prior orders which were issued to Veneer Resources Group (i.e. Joe Parsons and his affiliated entities) and factored by Forcey, but rather was direct to Forcey.

5. Forcey filled the purchase order as contracted and in the interim (while the product was en route for delivery to Edgemate) was requested by Edgemate not to deliver the same to the Edgemate facility at which time the parties agreed that the veneer product would be placed in the warehouse at Forcey and would be delivered to Edgemate as Edgemate needed the product.

6. That no representative from Edgemate has ever seen or inspected the veneer product that is still being stored at Forcey.

7. That the entire order filled by Forcey to purchase order number P002006 remains at the Forcey facility.

8. That Edgemate has failed to pay to Forcey the contracted price despite demand having been made by Forcey.

9. That the salvage value of the veneer product is $19,872.63.

Terry Forcey, President
Forcey Lumber Company

COMMONWEALTH OF PENNSYLVANIA)
ss.
COUNTY OF CLEARFIELD)

Before me, the undersigned officer, personally appeared Terry Forcey, who being duly sworn according to law, deposes and states that the facts set forth in the foregoing Affidavit are true and correct to the best of his knowledge, information and belief.

Terry Forcey

SWORN and SUBSCRIBED before me this 15th day of April, 2009.

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Linda C. Lewis, Notary Public
Clearfield Boro, Clearfield County
My Commission Expires July 25, 2011

EDGEMATE

Purchase Order

Edgemate, Inc.
Roaring Spring Plant
333 E. Closson Road
Roaring Spring, PA. 16673 USA
Tel: 814-224-5137 Fax: 814-224-2534

Order Number	Order Date	Page
P002006	02-27-07	

Ordered From : Forcey Lumber Company, Inc.
2020 Shiloh Road
Woodland PA 16881
USA

Ship To : Edgemate, Inc.
333 Closson Road
Roaring Spring, PA 16673
USA

All monetary values expressed in : US DOLLAR

Buyer	Terms	Acknowledge	F O B	Ship Via
ALARDIER	1.0%/10 days,Net 3		DESTINATION	MOST ECONOMICAL

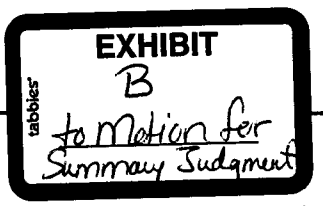
Line No	Order Qty / Blanket Type	Our Item Number / Description / Comments	Your Item Number	Warehouse / Unit Price	Request Date / Unit Measure	Extended Price	Change / Cancel
001	50,000	1200074 RV EMD SPEC DOOR CHERRY F/C 1/42 7 FT.		0.1550	4/16/2007 SF	7,750.00	
002	80,000	1200049 RV EMD SPEC 15 DOOR MAPLE F/C 1/42 7 FT. SPECIAL EDGEMATE GRADE DOOR		0.1350	4/16/2007 SF	10,800.00	
003	50,000	1200047 RV EMD SPEC DOOR OAK RED F/C 1/42 7 FT. SPECIAL EDGEMATE GRADE DOOR COMBINATION OF QTRS AND HEARTWOOD.		0.1100	4/16/2007 SF	5,500.00	
004	28,000	1200220 RV ABP SPEC 10 WHT OAK RIFT 1/42 8 FT AB GRADE PANEL		0.2200	4/16/2007 SF	6,160.00	
005	40,000	1200219 RV ABP SPEC 10 WHT OAK 1/42 8 FT. AB GRADE PANEL		0.1400	4/16/2007 SF	5,600.00	

ATTN: TERRY
FAX: 814-857-7298

PO P002006 TOTAL IN US DOLLARS **35,810.00**

Exhibit "A" to Affidavit of
Terry Forcey

Q I asked you whether you had trouble generally not --
A No.
Q Okay. Do we understand each other?
A Okay, got it.
Q We got the right questions?
A Yeah.
Q Okay. Now you keep pointing to Exhibit 10 and saying Joe Parsons, right?
A Uh-huh.
Q Now, please, so there is no misunderstanding, the purchase order identified as Exhibit 10 has nothing to do with Joe Parsons, does it?
A No. Well, I mean, it says Forcey Lumber on it.
Q It doesn't say anything about Joe Parsons, right?
A No.
Q Okay. Do you know whether Forcey Lumber provided the material specified in the purchase order identified as Exhibit 10?
A Did they provide it?
Q Yeah. Do you know, did they fill the order; I mean, if you know.
A In this particular one (indicating), again --
MR. TALADAY: He's not asking you to guess.
THE WITNESS: A guess, yeah. Well, I do know it.
MR. TALADAY: Then you can answer it.



THE WITNESS: I do know it, yes, but it wasn't Forcey Lumber. It was, again, Veneer Resources, Joe Parsons sending the wood up. This is the one that's in North Carolina that he said he had ready and he was picking it out, okay? Again, I don't do the P.O.s, you know what I mean?

BY MR. NADDEO:

Q Do you know whether the material identified in the purchase order marked as Exhibit 10 was ever received --

A No, it was not.

Q -- at the plant?

A At our plant, no, it was not.

Q Do you know what happened to it?

A It was routed from day one when it left North Carolina and went, I believe, straight up to Forcey Lumber.

Q Okay. And to this day has never been delivered to the plant?

A Correct, yes.

Q Okay. Do you know, do you have any information as to why it wasn't delivered to the plant? Do you know why it didn't end up at the plant?

A No.

Q Do you have the identity of anybody employed by Edgemate who might know why this material did not end up at the Edgemate facility?

A Yes.
Q Who?
A Harry Benjamin.
Q Is it your understanding that Harry Benjamin dealt with this purchase order and the delivery of the product, or the non-delivery as the case may be?
A Yes.
Q Were you aware of any agreement between the Forceys and Mr. Benjamin that in return for the check identified in Exhibit 5 the Forceys would in turn supply veneer to Edgemate?
A No.
Q You're not aware of any agreement to that effect?
A No.
Q Do you have any idea, knowledge, as to why a purchase order would have been issued by Edgemate to Forcey?
A No.
Q Now I don't want to belabor the point, but I understand that the only topic of discussion that you recall coming out of the meeting in -- well, in March or April --
A Uh-huh.
Q -- with Brant Forcey was whether or not the material described in Exhibit 10 was going to be delivered to your factory --
A Yes.
Q -- right? That's was what the discussion was all

EDGEMATE
Purchase Order

Edgemate, Inc.
Roaring Spring Plant
333 E. Closson Road
Roaring Spring, PA. 16673 USA
Tel: 814-224-5137 Fax: 814-224-2534

Order Number	Order Date	Page
P002006	02-27-07	

Ordered From : Forcey Lumber Company, Inc.
2020 Shiloh Road
Woodland, PA 16881
USA

Ship To : Edgemate, Inc.
333 Closson Road
Roaring Spring, PA 16673
USA

All monetary values expressed in : US DOLLAR

Buyer	Terms	Acknowledge	F O B	Ship Via
ALARDIER	1.0%/10 days, Net 3		DESTINATION	MOST ECONOMICAL

Line No	Order Qty / Blanket Type	Our Item Number / Description / Comments	Your Item Number	Warehouse / Unit Price	Request Date / Unit Measure	Extended Price	Change / Cancel
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005	40,000	1200219 RV ABP SPEC 10 WHT OAK 1/42 8 FT. AB GRADE PANEL		0.1400 SF	4/16/2007	5,600.00	

ATTN: TERRY
FAX: 814-857-7298

PO P002006 TOTAL IN US DOLLARS 35,810.00

EXHIBIT
10
mc 2/4/09

purchased from any one of the entities that you just mentioned, you would be able to provide that information?

A. Given select periods of time, yes.

Q. I'm going to show you what has been marked Exhibit 6 and ask you if you've ever seen that e-mail prior to today?

A. No.

Q. Would you agree that it appears to be an e-mail from Adam Lardieri to Madison-Sanz Limited, which you've already described, I believe, as one of the companies with which Mr. Parsons was associated?

A. Yes.

(Benjamin Exhibit No. 7 marked for identification, attached hereto.)

BY MR. NADDEO:

Q. Now, you mention that Mr. Parsons, and/or one of the companies with which he was associated, sold material, veneer, to Edgemate, Inc. In association with Forcey Lumber, to which Forcey Lumber had some type of connection?

A. I would say he attempted to.

Q. Do you know whether Forcey Lumber had been paid for any deliveries prior to the time

that you stopped the check which has -- prior to the time that Edgemate stopped the check identified as Exhibit 5?

A. I don't believe Edgemate has ever received delivery from Forcey Lumber.

Q. That wasn't my question. My question is: Had Edgemate paid Forcey Lumber for any deliveries prior to the date that the check identified as Exhibit 5 was stopped payment on?

A. Not directly, no.

Q. If prior checks -- by prior checks, prior to the check identified as Exhibit 5 -- had been issued by Edgemate to Forcey Lumber, would your company have copies of those checks?

A. I don't know.

Q. Do you keep copies of the checks?

A. I don't know how they retain them, whether they can go into the banking system and electronically print them out or not. I don't believe we have hard copies of the checks.

Q. Did Edgemate ever issue a purchase order directly to Forcey Lumber? It's not a trick question. You may not know that.

A. I don't know.

Q. That's --

A. I don't know, but I'm looking at Exhibit 7, which evidently is an Edgemate purchase order. I don't issue the purchase orders.

Q. I understand that, that's why I wanted to give you -- I guess that wasn't a fair question until you saw it.

You've had an opportunity to review what has been marked as Exhibit 7. Now that you've had an opportunity to review that Exhibit 7, can you tell me whether Edgemate has ever had an occasion to issue a purchase order directly to Forcey Lumber Company for veneer?

A. I can't personally, no.

Q. All right. Is it your testimony that you had nothing to do with the issuance of that particular purchase order? And by that, I'm referring to the purchase order marked as Exhibit 7.

A. I take the responsibility for it, but I delegated the authority to have it done, and I wasn't involved in it.

Q. Okay. When you say "delegated," did you tell somebody to purchase veneer from Forcey Lumber?

A. No, I delegate the purchasing policy.

Q. So the purchase order would have been issued by someone other than yourself?

A. Correct.

Q. And this purchase order would not have been issued at your direction?

A. Correct.

Q. Can you tell from the purchase order by whom it was issued? And "by whom," I mean the person employed by Edgemate who would have issued that purchase order.

A. Yes.

Q. And who issued the purchase order, please?

A. Adam Lardieri.

Q. Do you know whether the veneer which was the subject of the purchase order identified as Exhibit 7 was ever delivered to Edgemate?

A. To my understanding, there has never been any raw -- any veneer delivered to Edgemate by Forcey Lumber.

Q. Do you know whether Forcey ever purchased the lumber which was the subject of the purchase order identified as Exhibit 7?

A. I was told by Brant Forcey that he was in -- he had veneer in his custody that was to be

EXHIBIT C to Motion for Summary Judgment

used to fill a certain purchase order of which I never identified that purchase order before.

(Benjamin Exhibit No. 8 marked for identification, attached hereto.)

BY MR. NADDEO:

Q. Mr. Benjamin, I'm going to show you what has been marked as Exhibit 8 and ask you if you've ever seen this document prior to today's deposition?

A. No.

Q. Would you agree that -- I guess I'd call that a bill of lading.

A. I don't know what it is.

Q. Do you recall any conversations between you and Mr. Parsons concerning payment for the invoices identified in Exhibits, 1, 2 and 3 of your deposition?

A. I had discussions with Joe Parsons about payment. I can't relate them directly to those invoices, because I never saw those invoices. But there was discussion concerning payment of invoices, yes.

Q. Do you recall a discussion with Mr. Parsons whereby you agreed to deliver the check marked as Exhibit 5 to Forcey Lumber,

provided they would fill an open order for veneer on behalf of Edgemate?

A. No. I don't recall it in those terms, no.

Q. What terms do you recall?

A. There was discussion that, due to the fact that the Veneer Resources invoices that were requested to be paid by Joe Parsons to Forcey Lumber did not have offsets calculated against them, that the possibility exists that future purchases, or the next purchase from Forcey Lumber could be used to offset credits.

Q. And that was your understanding of the discussion with Mr. Parsons?

A. Yes.

Q. Did you ever have a discussion with Brant Forcey to that effect?

A. Yes.

Q. I think you've answered. If I'm being redundant, I apologize. Do you know whether Forcey Lumber ever actually went out and procured the veneer to fulfill the invoice identified as Exhibit 7 -- or not invoice, the purchase order identified as Exhibit 7?

A. I have no -- I have no reference or

understanding of them purchasing veneer, no.

Q. Okay. Did you read the plaintiff's complaint in this case?

A. Yes.

Q. Do you recall that one of the claims made by Forcey Lumbers is that they purchased -- that they filled the purchase order identified as Exhibit 7, but that the material, at your request, is being stored in their facility? Do you recall that claim? If not, we'll let you refresh your recollection.

A. No, we'll have to look at the --

Q. Okay.

(Discussion held off the record.)

BY MR. NADDEO:

Q. You've had a chance to review the plaintiff's complaint, correct?

A. Correct.

Q. Okay. And would you agree that the plaintiff, Forcey, contend that they filled the purchase order identified as Exhibit 7, or procured the veneer to deliver the material specified in the purchase order, No. 7, they contend they bought the veneer?

A. I think that they're contending that they

were going to supply Edgemate with veneer.

Q. Right.

A. And no understanding what they bought, how they got it, how they procured it, or any of that.

Q. My question is: In the complaint, they allege in their complaint that they did procure the veneer to satisfy the purchase order. I'm not asking you how they did it, I'm just saying that's what they alleged.

MR. TALADAY: What they're saying, Harry, is they thought you said you were going to pay the check.

THE WITNESS: I don't know what they're saying. I mean, they never filled any order in the first place, so why are they saying "additional order"?

MR. TALADAY: Can we go off the record a second?

(Discussion held off the record.)

BY MR. NADDEO:

Q. Mr. Benjamin, you've had an opportunity to, while we were off the record, review a portion of plaintiff's complaint?

A. Yes.

EDGEMATE

Purchase Order

Edgemate, Inc.
Roaring Spring Plant
333 E. Closson Road
Roaring Spring, PA. 16673 USA
Tel: 814-224-5137 Fax: 814-224-2534

Order Number	Order Date	Page
P002006	02-27-07	

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Ship To : Edgemate, Inc.
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All monetary values expressed in : US DOLLAR

Buyer	Terms	Acknowledge	F O B	Ship Via
ALARDIER	1.0%/10 days, Net 3		DESTINATION	MOST ECONOMICAL

Line No	Order Qty / Blanket Type	Our Item Number / Description / Comments	Your Item Number	Warehouse / Unit Price	Request Date / Unit Measure	Extended Price	Change / Cancel
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005	40,000	1200219 RV ABP SPEC 10 WHT OAK 1/42 8 FT. AB GRADE PANEL		0.1400	4/16/2007 SF	5,600.00	

ATTN: TERRY
FAX: 814-857-7298

PO P002006 TOTAL IN US DOLLARS **35,810.00**

EXHIBIT 7
WIT: H. Benjamin
DATE: 4-30-08
ASAP Court Reporting SCe

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

FORCEY LUMBER COMPANY, A CORPORATION, Plaintiff,	*	
vs.	*	No. 07 - 714 - CD
EDGEMATE INC. A CORPORATION, Defendant	*	
vs.	*	
JOE PARSONS d/b/a VENEER RESOURCES GROUP, LLC and JOE PARSONS, d/b/a MADISON-SANZ Ltd. And VENEER RESOURCES GROUP, LLC, and VANEER RESOURCES GROUP, Ltd. Additional Defendants	*	

FILED
NOV 10 2008
0/10:45/cc
William A. Shaw
Prothonotary/Clerk of Courts
1 cert to Atty

ORDER

AND NOW, this 10TH day of November, 2008, it is the ORDER of this Court that a hearing is scheduled upon Plaintiff's Praecipe for Status Conference for the 15th day of December, 2008, at 10:30 .m. in Courtroom No. 1, Clearfield County Courthouse, Clearfield, Pennsylvania.

BY THE COURT,

Fred Ammerman

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

FORCEY LUMBER COMPANY,
A CORPORATION,

Plaintiff,

vs.

EDGEMATE INC.
A CORPORATION,

Defendant.

vs.

JOE PARSONS d/b/a VENEER RESOURCES GROUP, LLC and JOE PARSONS, d/b/a MADISON-SANZ Ltd. And VENEER RESOURCES GROUP, LLC, and VANEER RESOURCES GROUP, Ltd.

Additional Defendants

No. 07 - 714 - CD

Type of Pleading:

CERTIFICATE OF SERVICE

Filed on behalf of:
Plaintiff

Counsel of Record for this party:

James A. Naddeo, Esq.
Pa I.D. 06820

NADDEO & LEWIS, LLC
207 E. Market Street
P.O. Box 552
Clearfield, PA 16830
(814) 765-1601

FILED NO CC
013:38 BM
NOV 12 2008
GR
William A. Shaw
Prothonotary/Clerk of Courts

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

FORCEY LUMBER COMPANY, A CORPORATION, Plaintiff,	*	
vs.	*	No. 07 - 714 - CD
EDGEMATE INC. A CORPORATION, Defendant	*	
vs.	*	
JOE PARSONS d/b/a VENEER RESOURCES GROUP, LLC and JOE PARSONS, d/b/a MADISON-SANZ Ltd. And VENEER RESOURCES GROUP, LLC, and VANEER RESOURCES GROUP, Ltd. Additional Defendants	*	

CERTIFICATE OF SERVICE

I, James A. Naddeo, Esquire, do hereby certify that a certified copy of Praecipe for Status Conference and Order was served on the following and in the following manner on the 12th day of November, 2008:

First-Class Mail, Postage Prepaid

Matthew B. Taladay, Esquire
HANAK, GUIDO & TALADAY
528 Liberty Boulevard
P.O. Box 487
DuBois, PA 15801

and

Joe Parsons
Veneer Resources Group, LLC
14-B Robbins Street
Thomasville, North Carolina 27360

NADDEO & LEWIS, LLC

By: James A. Naddeo
James A. Naddeo
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

NOV 18 2008
M 10:30 /
William A. Shaw
Prothonotary/Clerk of Courts
no c/c

FORCEY LUMBER COMPANY, a corporation, Plaintiff	:	CIVIL DIVISION
vs.	:	No. 07-714-CD
EDGEMATE INC., a corporation, Defendant	:	Type of Pleading:
	:	Petition to Reschedule Status Conference
	:	Filed on Behalf of:
	:	Defendant
	:	Counsel of Record for This Party:
	:	Matthew B. Taladay, Esq. Supreme Court No. 49663 Hanak, Guido and Taladay 528 Liberty Boulevard P. O. Box 487 DuBois, PA 15801
	:	814-371-7768

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

FORCEY LUMBER COMPANY, a corporation, Plaintiff	:	
vs.	:	No. 07-714-CD
EDGEMATE INC., a corporation, Defendant	:	

PETITION TO RESCHEDULE STATUS CONFERENCE

AND NOW, comes the Defendant, Edgemate, Inc., by its attorneys, Hanak, Guido and Taladay, and hereby petitions the Court to reschedule the Status Conference in this matter averring as follows:

1. By Praecipe filed November 7, 2008, Plaintiff in the above referenced matter requested a Status Conference.

2. By Order dated November 10, 2008, your Honorable Court scheduled a Status Conference for December 15, 2008 beginning at 10:30 a.m.

3. Your undersigned counsel for Defendant, Edgemate, Inc., is unavailable to attend this Status Conference due to a scheduled seminar in New York City.

4. Petitioner, by its undersigned counsel, hereby requests that the Status Conference in this matter be rescheduled to a date mutually available to the Court and all counsel of record.

5. Your undersigned counsel for Petitioner has contacted Attorney Naddeo who represents the Plaintiffs in this matter. Mr. Naddeo has authorized your undersigned to represent that he has no objection to rescheduling the Status Conference.

WHEREFORE, it is respectfully requested that this Petition to Reschedule Status Conference be granted.

Respectfully submitted,

HANAK, GUIDO and TALADAY

By _____
Matthew B. Taladay, Esq.
Attorney for Defendant

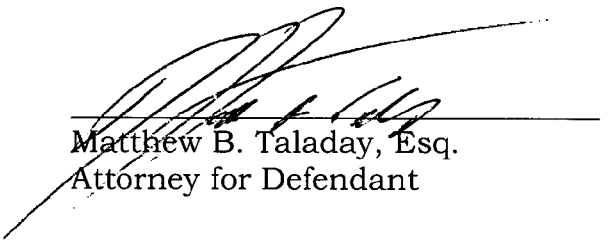
IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

FORCEY LUMBER COMPANY, a corporation, Plaintiff	:	
vs.	:	No. 07-714-CD
EDGEMATE INC., a corporation, Defendant	:	

CERTIFICATE OF SERVICE

I certify that on the 17th day of November, 2008, a true and correct copy of the foregoing Petition to Reschedule Status Conference was forwarded via first class U.S. mail, postage prepaid, addressed as follows:

James A. Naddeo, Esq.
Attorneys for Plaintiff
NADDEO & LEWIS, LLC
P.O. Box 552
Clearfield, PA 16830



Matthew B. Taladay, Esq.
Attorney for Defendant

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

FORCEY LUMBER COMPANY, a corporation, Plaintiff	:	
vs.	:	No. 07-714-CD
EDGEMATE INC., a corporation, Defendant	:	

ORDER

AND NOW, this 19th day of November, 2008,

upon Petition of Defendant,

IT IS HEREBY ORDERED AND DECREED that the Status Conference originally scheduled for December 15, 2008 at 10:30 a.m. is hereby rescheduled for the 16th day of December, 2008 at 3:30 p.m. in Courtroom of No. 1 of the Clearfield County Courthouse, Clearfield, Pennsylvania.

BY THE COURT,

J.

FILED 1cc Atty Taladay
10:48 BOK
NOV 20 2008
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

FORCEY LUMBER COMPANY, a corporation, Plaintiff vs. EDGEMATE INC., a corporation, Defendant vs. JOE PARSONS d/b/a VENEER RESOURCES GROUP, LLC and JOE PARSONS d/b/a MADISON-SANZ Ltd. and VENEER RESOURCES GROUP, LLC, and VENEER RESOURCES GROUP, Ltd. Additional Defendants	:	CIVIL DIVISION No. 07-714-CD Type of Pleading: **CERTIFICATE OF SERVICE** Filed on Behalf of: Defendant Counsel of Record for This Party: Matthew B. Taladay, Esq. Supreme Court No. 49663 Hanak, Guido and Taladay 528 Liberty Boulevard P. O. Box 487 DuBois, PA 15801 814-371-7768

Dated: November 24, 2008

FILED NO CC
m/10:17/61
NOV 25 2008
William A. Shaw
Prothonotary/Clerk of Courts

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

FORCEY LUMBER COMPANY, a corporation, Plaintiff	:	CIVIL DIVISION
vs.	:	No. 07-714-CD
EDGEMATE INC., a corporation, Defendant	:	
vs.	:	
JOE PARSONS d/b/a VENEER RESOURCES GROUP, LLC and JOE PARSONS d/b/a MADISON-SANZ Ltd. and VENEER RESOURCES GROUP, LLC, and VENEER RESOURCES GROUP, Ltd.. Additional Defendants	:	

CERTIFICATE OF SERVICE

I certify that on the 24th day of November, 2008, a Court certified Order scheduling Status Conference was sent via U.S. regular mail, postage prepaid, to:

James A. Naddeo, Esq.
Attorney for Plaintiff
Naddeo & Lewis, LLC
P.O. Box 552
Clearfield, PA 16830

With a copy to:

Joe Parsons
Veneer Resources Group, LLC
14-B Robbins Street
Thomasville, NC 27360

Matthew B. Taladay
Attorney for Defendant

IN THE COURT OF COMMON PLEAS

OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

FORCEY LUMBER COMPANY :

-vs- : No. 07-714-CD

EDGEMATE, INC. :

O R D E R

AND NOW, this 16th day of December, 2008, following status conference in this matter, the Court hereby establishes the following case management order:

1. All discovery shall be completed within ninety (90) days of today's date;

2. All motions, including dispositive motions, motions in limine, etc., shall be filed within thirty (30) days following the close of discovery;

3. Responses to all motions filed by either party shall be filed within thirty (30) days of the date of service;

4. Nonjury trial is hereby scheduled for Wednesday, September 23, 2009, at 9:00 a.m., Courtroom No. 1, Clearfield County Courthouse.

BY THE COURT,

President Judge

FILED 2cc Attys:
01:00/01 Taladay
DEC 16 2008 Lunadue
William A. Shaw
Prothonotary/Clerk of Courts

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

FORCEY LUMBER COMPANY, A CORPORATION, Plaintiff, vs. EDGEMATE INC. A CORPORATION, Defendant. vs. JOE PARSONS d/b/a VENEER RESOURCES GROUP, LLC and JOE PARSONS, d/b/a MADISON-SANZ Ltd. And VENEER RESOURCES GROUP, LLC, and VANEER RESOURCES GROUP, Ltd. Additional Defendants	*	No. 07 - 714 - CD Type of Pleading: **CERTIFICATE OF SERVICE** Filed on behalf of: Plaintiff Counsel of Record for this party: James A. Naddeo, Esq. Pa I.D. 06820 NADDEO & LEWIS, LLC 207 E. Market Street P.O. Box 552 Clearfield, PA 16830 (814) 765-1601

FILED 3cc Atty Naddeo
JAN 07 2008
William A. Shaw
Prothonotary/Clerk of Courts

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

FORCEY LUMBER COMPANY, A CORPORATION,	*	
Plaintiff,	*	
vs.	*	No. 07 - 714 - CD
EDGEMATE INC. A CORPORATION.	*	
Defendant	*	
vs.	*	
JOE PARSONS d/b/a VENEER RESOURCES GROUP, LLC and JOE PARSONS, d/b/a MADISON-SANZ Ltd. And VENEER RESOURCES GROUP, LLC, and VANEER RESOURCES GROUP, Ltd.	*	
Additional Defendants	*	

CERTIFICATE OF SERVICE

I, James A. Naddeo, Esquire, do hereby certify that a true and correct copy of Notice of Taking Deposition of Lisa White was served on the following and in the following manner on the 7th day of January, 2008:

First-Class Mail, Postage Prepaid

Matthew B. Taladay, Esquire
HANAK, GUIDO & TALADAY
528 Liberty Boulevard
P.O. Box 487
DuBois, PA 15801

Joe Parsons
Veneer Resources Group, LLC
14-B Robbins Street
Thomasville, North Carolina 27360

Maryann Cornelius, Court Reporter
339 Southmont Boulevard
Johnstown, PA 15905

NADDEO & LEWIS, LLC

By: James A. Naddeo
James A. Naddeo
Attorney for Plaintiff

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

FORCEY LUMBER COMPANY, A CORPORATION, Plaintiff, vs. EDGEMATE INC. A CORPORATION, Defendant. vs. JOE PARSONS d/b/a VENEER RESOURCES GROUP, LLC and JOE PARSONS, d/b/a MADISON-SANZ Ltd. And VENEER RESOURCES GROUP, LLC, and VANEER RESOURCES GROUP, Ltd. Additional Defendants	*	No. 07 - 714 - CD Type of Pleading: **CERTIFICATE OF SERVICE** Filed on behalf of: Plaintiff Counsel of Record for this party: James A. Naddeo, Esq. Pa I.D. 06820 NADDEO & LEWIS, LLC 207 E. Market Street P.O. Box 552 Clearfield, PA 16830 (814) 765-1601

FILED 3cc Atty Naddeo
01 11:00 BA
JAN 07 2008
William A. Shaw
Prothonotary/Clerk of Courts

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

FORCEY LUMBER COMPANY, A CORPORATION, Plaintiff,	*	
vs.	*	No. 07 - 714 - CD
EDGEMATE INC. A CORPORATION, Defendant	*	
vs.	*	
JOE PARSONS d/b/a VENEER RESOURCES GROUP, LLC and JOE PARSONS, d/b/a MADISON-SANZ Ltd. And VENEER RESOURCES GROUP, LLC, and VANEER RESOURCES GROUP, Ltd. Additional Defendants	*	

CERTIFICATE OF SERVICE

I, James A. Naddeo, Esquire, do hereby certify that a true and correct copy of Notice of Taking Deposition of Chaz Boyle was served on the following and in the following manner on the 7th day of January, 2008:

First-Class Mail, Postage Prepaid

Matthew B. Taladay, Esquire
HANAK, GUIDO & TALADAY
528 Liberty Boulevard
P.O. Box 487
DuBois, PA 15801

Joe Parsons
Veneer Resources Group, LLC
14-B Robbins Street
Thomasville, North Carolina 27360

Maryann Cornelius, Court Reporter
339 Southmont Boulevard
Johnstown, PA 15905

NADDEO & LEWIS, LLC

By: James A. Naddeo
James A. Naddeo
Attorney for Plaintiff

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

FORCEY LUMBER COMPANY, A CORPORATION, Plaintiff, vs. EDGEMATE INC. A CORPORATION, Defendant. vs. JOE PARSONS d/b/a VENEER RESOURCES GROUP, LLC and JOE PARSONS, d/b/a MADISON-SANZ Ltd. And VENEER RESOURCES GROUP, LLC, and VANEER RESOURCES GROUP, Ltd. Additional Defendants	*	No. 07 - 714 - CD Type of Pleading: **CERTIFICATE OF SERVICE** Filed on behalf of: Plaintiff Counsel of Record for this party: James A. Naddeo, Esq. Pa I.D. 06820 NADDEO & LEWIS, LLC 207 E. Market Street P.O. Box 552 Clearfield, PA 16830 (814) 765-1601

FILED 3cc
01:00 Atty Naddeo
JAN 07 2009
William A. Shaw
Prothonotary/Clerk of Courts

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

FORCEY LUMBER COMPANY, A CORPORATION, Plaintiff,	*	
vs.	*	No. 07 - 714 - CD
EDGEMATE INC. A CORPORATION, Defendant	*	
vs.	*	
JOE PARSONS d/b/a VENEER RESOURCES GROUP, LLC and JOE PARSONS, d/b/a MADISON-SANZ Ltd. And VENEER RESOURCES GROUP, LLC, and VANEER RESOURCES GROUP, Ltd. Additional Defendants	*	

CERTIFICATE OF SERVICE

I, James A. Naddeo, Esquire, do hereby certify that a true and correct copy of Notice of Taking Deposition of Jim Morter was served on the following and in the following manner on the 7th day of January, 2008:

First-Class Mail, Postage Prepaid

Matthew B. Taladay, Esquire
HANAK, GUIDO & TALADAY
528 Liberty Boulevard
P.O. Box 487
DuBois, PA 15801

Joe Parsons
Veneer Resources Group, LLC
14-B Robbins Street
Thomasville, North Carolina 27360

Maryann Cornelius, Court Reporter
339 Southmont Boulevard
Johnstown, PA 15905

NADDEO & LEWIS, LLC

By: James A. Naddeo
James A. Naddeo
Attorney for Plaintiff

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

FORCEY LUMBER COMPANY,
A CORPORATION,

Plaintiff,

vs.

EDGEMATE INC.
A CORPORATION,

Defendant.

vs.

JOE PARSONS d/b/a VENEER RESOURCES GROUP, LLC and JOE PARSONS, d/b/a MADISON-SANZ Ltd. And VENEER RESOURCES GROUP, LLC, and VANEER RESOURCES GROUP, Ltd.

Additional Defendants

No. 07 - 714 - CD

Type of Pleading:

PLAINTIFF'S MOTION FOR SANCTION REGARDING SPOLIATION OF EVIDENCE

Filed on behalf of:
Plaintiff

Counsel of Record for this party:

James A. Naddeo, Esq.
Pa I.D. 06820

NADDEO & LEWIS, LLC
207 E. Market Street
P.O. Box 552
Clearfield, PA 16830
(814) 765-1601

April 13, 2009

FILED 2cc
10:48 BK Mary Naddeo
APR 13 2009
William A. Shaw
Prothonotary/Clerk of Courts

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

Forcey Lumber Company, a corporation, Plaintiff,	*	
v.	*	No. 07-714-CD
Edgemate Inc., a corporation, Defendant.	*	
v.	*	
JOE PARSONS d/b/a VENEER RESOURCES GROUP, LLC and JOE PARSONS, d/b/a MADISON-SANZ Ltd. And VENEER RESOURCES GROUP, LLC, and VANEER RESOURCES GROUP, Ltd. Additional Defendants.	*	

PLAINTIFF'S MOTION FOR SANCTION REGARDING SPOLIATION OF EVIDENCE

NOW COMES the Plaintiff, Forcey Lumber Company (hereinafter "Forcey"), and by its attorney, James A. Naddeo, Esquire, moves this Court to grant a motion for sanctions due to spoliation of evidence and in support thereof avers as follows:

1. Plaintiff's complaint for breach of contract, accord and satisfaction, nonpayment of check, negligent misrepresentation and fraud center around Plaintiff's purchase of certain invoices for veneer product which Veneer Resources Group, LLC would fill for Defendant and payment was to be made to Plaintiff for the same.

2. After shipment was made by Veneer Resources Group of the invoices purchased by Plaintiff, Defendant informed Plaintiff that it was withholding payment to Plaintiff due to credits owed to Defendant from Veneer Resources Group on prior shipments. *See* Amended Complaint Paragraph 18 and Answer to Amended Complaint Paragraph 18 where Defendant admits the same which Plaintiff incorporates by reference as if the same were set forth in full herein.

3. Defendant then agreed to make payment to Plaintiff for the invoices which were to be paid to Plaintiff provided Plaintiff fill an open purchase order for additional veneer product. *See* Amended Complaint Paragraphs 19 and 20 which Plaintiff incorporates by reference as if the same were set forth in full herein.

4. Plaintiff took measures to have the open purchase order filled. Defendant issued and delivered a check to Plaintiff for full payment due it for the invoices Plaintiff had purchased. *See* Amended Complaint Paragraph 21 which Plaintiff incorporates by reference as if the same were set forth in full herein.

5. Approximately, six days later Defendant stopped payment of the check it had written to Plaintiff. *See* Exhibit F to Plaintiff's Amended Complaint. *See also* Deposition of Harry K. Benjamin of Edgemate, Inc. Page 38-39 (The check was issued

in error and the error was that it had not been offset by credits to which Edgemate believed it was entitled.) Deposition of Harry K. Benjamin is attached hereto in pertinent part as Exhibit "A."

6. Defendant's affirmative defense is that the claims for the amount due to Plaintiff are subject to significant adjustments for non-conforming or substandard product (both on the invoices purchased by Plaintiff and prior orders filled by Veneer Resources Group of which Plaintiff had no part) and that Defendant is entitled to credit and offset against the amount due Plaintiff for the three invoices purchased by Plaintiff for all present and prior non-conforming product supplied by Veneer Resources Group, Joe Parsons or any of his affiliated companies. *See* Answer and New Matter of Defendant which Plaintiff incorporates by reference as if the same were set forth in full herein.

7. Defendant admits that large portions of the veneer that was allegedly non-conforming or substandard product was never available for inspection by Plaintiff and was never available as evidence. *See* Deposition of Adam Lardieri (of Edgemate) Page 46-51 (P46:L18-20 - Forcey never provided the opportunity to inspect; P48:L5-22 - Rejected material was not present for inspection by Forcey, it was no longer at the plant; P49:L1-7 - Material may have been destroyed by Edgemate; P50:L20

- P51:L13 - Only evidence of material that has been destroyed is indirect evidence which was initially provided to Plaintiff in the form of Credit Memos generated by Edgemate; P51:L3-8 - No record of product picked up by supplier is kept.) True and correct copy of Deposition of Adam Lardieri is attached hereto as Exhibit "B." *See also* Deposition of Jim Mortor (of Edgemate) who testified that rejected product is first offered to the supplier to retrieve the material and second, if not retrieved it is destroyed and the company's tracking of this is with a Work Order. Deposition of Jim Mortor is attached in pertinent part hereto as Exhibit "C."

8. After inquiry from Plaintiff, Work Orders were presented as additional indirect evidence of non-conforming or rejected product. Certain examples of Work Orders presented are attached collectively hereto as Exhibit "D." (Noting that some do not reference a pallet number and cannot be tracked to an invoice. *See* WE025097/RE, first attached.) As well, Plaintiff believes and therefore avers that the Work Orders produced do not represent all of the material for which credits are being requested.

9. On or about April 13, 2007, the total credit memos that were outstanding were provided to Forcey and the total of the same as provided is $18,613.70. Exhibit B, Page 38-39.

10. On or about September 21, 2007 when Defendant filed its Answer and New Matter the outstanding credits had grown to $40,590.22. *See* Exhibit A of Defendant's New Matter which is incorporated herein by reference as if set forth in full herein.

11. Ironically, the dollar value the credits grew to is just slightly over one thousand dollars difference of the amount requested in Plaintiff's Complaint as initially filed by Plaintiff.

12. Defendant was aware that Forcey had purchased the invoices and that payment was to be remitted to Forcey as indicated on the invoices presented by Veneer Resources Group. *See* Exhibit A to Plaintiff's Amended Complaint.

13. Defendant was aware when product was rejected (the same being either utilized at a lower grade, destroyed or allegedly returned to Veneer Resources Group) that it was Forcey from which Defendant would be requesting off-sets and rightfully Forcey should have been afforded the opportunity to inspect any and all rejected product. Had Forcey been afforded said opportunity it could have attempted to ensure necessary direct evidence was preserved.

14. At a minimum Defendant was aware that there was a potential for litigation regarding the product it was rejecting.

15. Plaintiff is left with no evidence to refute the alleged credits and off-sets represented by Defendant and without the same is severely prejudiced in this case.

16. The Supreme Court of Pennsylvania has set forth the approach to be taken with respect to spoliation of evidence in Schroeder v. Department of Transportation, 551 Pa. 243, 710 A.2d 23 (1998). When a party fails to preserve evidence the following factors are to be considered in determining the sanction on the party who failed to preserve the same: (1) the degree of fault of the party who altered or destroyed the evidence, (2) the degree of prejudice suffered by the opposing party, and (3) the availability of a lesser sanction that will protect the opposing party's rights and deter future similar conduct. Id. at 250, 710 A.2d at 27 (test applies to products liability and non-product liability cases). The severest sanction being the grant of a motion for summary judgment and the least severe sanction being the giving of an adverse inference instruction (spoliation instruction) to the jury. *See* Pa. SSJI (Civ) 5.06 Failure to Produce Evidence, Part II(A). Spoliation.

17. Plaintiff therefore respectfully requests Your Honorable Court enter an order granting a motion for summary judgment in favor of Plaintiff due to Defendant's spoliation of evidence in that without said evidence Defendant

cannot prove its affirmative defense, it is impossible for Plaintiff to disprove the same and Plaintiff must prevail.

18. In the alternative, Plaintiff requests the Court enter an order in limine excluding evidence as follows:

> Any and all testimony and evidence which refers to evidence that is not and was not available to plaintiff for inspection due to its destruction or loss. In particular this would include any evidence which refers to the veneer and/or other product provided to defendant by Joe Parsons and any of his affiliated companies that defendant alleges was not of the quality level and/or specification level that it had ordered and that has since been destroyed or otherwise lost and was never able to be made available to Plaintiff for inspection.

19. In the alternative Plaintiff also requests the Court enter an Order directing that an adverse inference (spoliation) instruction be given in this matter.

WHEREFORE, Plaintiff respectfully requests Your Honorable Court grant the herein motion for sanctions due to spoliation of evidence by granting a motion for summary judgment

in favor of Plaintiff.

NADDEO & LEWIS, LLC

By James A. Naddeo
James A. Naddeo
Attorney for Plaintiff

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

FORCEY LUMBER COMPANY, A CORPORATION, Plaintiff,	*	
vs.	*	No. 07 - 714 - CD
EDGEMATE INC. A CORPORATION, Defendant	*	
vs.	*	
JOE PARSONS d/b/a VENEER RESOURCES GROUP, LLC and JOE PARSONS, d/b/a MADISON-SANZ Ltd. And VENEER RESOURCES GROUP, LLC, and VANEER RESOURCES GROUP, Ltd. Additional Defendants	*	

CERTIFICATE OF SERVICE

I, James A. Naddeo, Esquire, do hereby certify that a true and correct copy of Plaintiff's Motion for Sanction Regarding Spoliation of Evidence was served on the following and in the following manner on the 13th day of April, 2009:

First-Class Mail, Postage Prepaid

Matthew B. Taladay, Esquire
HANAK, GUIDO & TALADAY
528 Liberty Boulevard
P.O. Box 487
DuBois, PA 15801

Joe Parsons
Veneer Resources Group, LLC
14-B Robbins Street
Thomasville, North Carolina 27360

NADDEO & LEWIS, LLC

By: James A. Naddeo
James A. Naddeo
Attorney for Plaintiff

MR. TALADAY: It's 33.

(Discussion held off the record.)

BY MR. NADDEO:

Q. Let me rephrase the question. Mr. Benjamin, we went off the record briefly to give you an opportunity to review the answer filed by Edgemate in this case, correct?

A. I'm sorry?

Q. I'm sorry. We went off the record briefly to give you an opportunity to review the answer that Edgemate filed in this action, correct?

A. Yes.

Q. And specifically, we've asked you to refer to paragraph 33 of Edgemate's answer; is that correct?

A. Yes.

Q. Have you had an opportunity to review that paragraph?

A. I'm reading it now. Okay.

Q. Okay. Did you also have an opportunity to review plaintiff's allegation to which paragraph 33 was Edgemate's answer?

A. Yes.

Q. Would you agree that paragraph 33 of your

answer states, in part, that, "to the contrary, the check was issued in error and payment was subsequently stopped"?

A. To the contrary?

Q. Yes. Where it says, "To the contrary, the check was issued in error and payment was subsequently stopped."

A. And what's the question?

MR. TALADAY: You're asking him is that what it says?

BY MR. NADDEO:

Q. Do you agree that's what your answer says?

A. Yes.

Q. What I would like to know is, what was the error for which the check was issued, what was the error?

A. The error was that the check was not offset by credits that were entitled to Edgemate.

Q. The check in question is dated 3/20/07; is that correct?

A. I believe that's the check, yes.

Q. To your knowledge, did your company purchase any veneer products from Joe Parsons after the purchases reflected in Exhibits 1, 2 and

EXHIBITS

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

FORCEY LUMBER COMPANY, A CORPORATION,

Plaintiff,

vs.

EDGEMATE INC., A CORPORATION,

Defendant,

vs.

JOE PARSONS d/b/a VENEER RESOURCES GROUP, LLC and JOE PARSONS, d/b/a MADISON-SANZ Ltd. And VENEER RESOURCES GROUP LLC, and VANEER RESOURCES GROUP, Ltd.,

Additional Defendants.

No. 07-714-CD

PROCEEDINGS: Deposition of ADAM LARDIERI

DATE: April 30, 2008

TIME: 12:48 p.m. - 1:58 p.m.

PLACE: Hanak, Guido & Taladay
528 Liberty Boulevard
DuBois, Pennsylvania

REPORTER: Susanna C. Englert
CSR 1951
Notary Public

ASAP COURT REPORTING
Registered Professional Reporters
167 South McKean Street
Kittanning, Pennsylvania 16201
(814) 472-8009 - (724) 543-4996
FAX: (814) 472-8950 - (724) 543-5054
e-mail: ASAP10@windstream.net

INDEX

ADAM LARDIERI

EXAMINATION PAGE
By Mr. Naddeo 4

- - -

EXHIBITS

NUMBER	DESCRIPTION	MARKED
Benjamin Exhibit Nos. 1 through 10 attached for reference.		

Certified Copy

APPEARANCES:

For the Plaintiff:

JAMES A. NADDEO, ESQUIRE
TRUDY LUMADUE, ATTORNEY AT LAW
Naddeo & Lewis
207 East Market Street
Clearfield, Pennsylvania 16830

For the Defendant:

MATTHEW B. TALADAY, ESQUIRE
Hanak, Guido & Taladay
538 Liberty Boulevard
DuBois, Pennsylvania 15801

ALSO PRESENT:

Harry K. Benjamin

ADAM LARDIERI,

having been duly sworn, testified as follows:

- - -

EXAMINATION

BY MR. NADDEO:

Q. Would you state your name, please?
A. Adam Lardieri.
Q. Where do you live, Mr. Lardieri?
A. 3008 5th Avenue, Altoona, Pennsylvania.
Q. How long have you lived at that address?
A. Since August '07.
Q. Are you presently employed?
A. Yes.
Q. By whom?
A. Edgemate.
Q. How long have you been employed by Edgemate?
A. Since August 2005, I believe.
Q. What is the nature of your occupation for Edgemate?
A. I am now personnel manager and purchasing agent.
Q. How long have you been employed in that capacity?
A. Personnel manager, since the first day;

Exhibit "B"

and it was sometime in Novembe[illegible] 2006 that I started doing -- might have been the beginning of December 2006 -- that I started doing purchasing.

Q. What is your educational background?

A. I have a degree from Penn State.

Q. In what?

A. Communications.

Q. A degree in communications?

A. Yeah.

Q. From Penn State?

A. Yeah.

Q. Do you have any formal education beyond your college degree?

A. No.

Q. Have you had any special education in personnel management and/or purchasing?

A. Gone to some things in Altoona for, like, personnel and HR relations and that.

Q. But your purchasing duties started, you believe, in December of 2006?

A. Right.

Q. At that time, how many suppliers did Edgemate have?

A. I'd say they were using -- for just veneer?

Q. Veneer.

A. Mainly four or five.

Q. And has that number remained fairly constant since December of 2006?

A. I'd say so.

Q. So from 2006 to the present, the suppliers -- the persons -- strike that -- the entities or companies that supply veneer to Edgemate would vary between four and five at any point in time?

A. Correct.

Q. Okay. Was Joe Parsons, or a company with whom he was affiliated, one of the suppliers of veneer to Edgemate in December of 2006, when you took over as the purchasing agent?

A. Yes.

Q. Did you have occasion to issue purchase orders to Mr. Parsons and/or any of the companies with whom he was affiliated?

A. Yes.

Q. All right. Do you have a record of all of the purchase orders that were issued to Mr. Parsons, or one of his affiliated companies, from the time that you became the purchasing agent?

A. Yes.

Q. Are thos[illegible] records that are kept in the normal course of business at your place of employment?

A. Yes.

Q. Would you have records of any purchase orders to Mr. Parsons, or one of his affiliated companies, prior to December of 2006?

A. I can't answer that. I'm not sure. I don't know.

Q. You know what you've kept, or maintained since you got the job; you don't know what was there --

A. Right.

Q. -- beforehand --

A. Correct.

Q. -- is that fair?

A. Yeah.

Q. Okay. Who was the purchasing agent before you were assigned that job?

A. For veneer?

Q. Veneer, yes.

A. Josh Focht and Troy Isenberg.

Q. Josh Focht?

A. F-O-C-H-T, I think.

Q. That's Joel Isenberg?

A. Troy Isenberg.

Q. Do you have any reason to believe that the same records weren't kept prior to your becoming purchasing agent as what's been kept since, did you revamp the system, for instance?

A. I didn't -- I just had kind of my own system, I guess you'd say.

Q. So again, you don't know what system was in place before you became purchasing agent?

A. Right, I do not know.

Q. And you don't know what records may be available prior to the time that you became the purchasing agent?

A. I do not.

Q. Can you tell me, without reference to your records, the various companies with whom Mr. Parsons was affiliated during the time that you issued purchase orders to him, or one of his companies?

A. Madison-Sanz and Veneer Resources.

Q. Any others?

A. Obviously, I didn't know anything about Forcey Lumber until very, I guess, the end of all the ordering, I guess.

Q. Veneer Resources, according to their letterhead, has a location in Jamestown, North Carolina.

To your knowledge; is that correct?

A. I know it's North Carolina. I'm not sure of the city. I know that's where Joe did his work.

Q. How about Madison-Sanz, where was that company located?

A. Also High Point, North Carolina, I believe.

Q. Do you know anything about North Carolina geography?

A. It is above South Carolina. No. That's about all.

Q. Okay. So if I were to ask you whether Jamestown was in the vicinity of High Point, you couldn't answer that question?

A. No, I can't.

MR. TALADAY: Off the record.

(Discussion held off the record.)

BY MR. NADDEO:

Q. What are your duties as the purchasing agent for Edgemate?

A. I buy the raw materials. I buy

everything we use in the offices. That's pretty much everything that we're purchasing.

Q. Is one of your duties to keep track of rejected material also?

A. Yes, I do work with the rejected material.

Q. I'm not sure you answered my question. My question was whether one of your duties was to keep track, or a record of rejected material.

A. No, I wouldn't be the supervisor of keeping the records, I guess.

Q. Who keeps track of rejected material?

A. I would say that our scheduler has a record of the pallets.

Q. Now, what does a scheduler do?

A. He schedules the veneer to be run through the plant, but he also keeps inventory. He knows what's good and what's bad, so he would, on a neighboring spread sheet, he'd probably have a record of what was good, what wasn't.

Q. So when the material is run through the factory, so to speak, that's when it's graded and either accepted or rejected at that point?

A. It's only rejected at the grading. Once it's graded and rejected, that's it.

Q. Maybe I'm ahead of myself. We'll get into this.

Do you know what the procedure is when veneer is delivered to the factory?

A. Yes.

Q. What happens to it?

A. We bring it in. We put it in the back of our plant, in inventory. Our scheduler, again, adds it to his list of possible pallets to use. Depending on what we need, he'll schedule a certain pallet to run. It will go first to the grading station. They will -- if they come up with a rejection, they will make a separate pallet for that rejected material, and I will get -- I will get that amount and then ask for a credit for that.

Q. Okay. So you do get some kind of record of the material rejected?

A. Right, but I don't hold onto it. I only keep it until we get the credit, and then I turn the paperwork back over to the scheduler, who will take it out of inventory, put it with our rejected pallets so he doesn't think that that would be something that would be able to be used.

Q. Okay. Do I understand that the grading

doesn't get done at the time of delivery?

A. It doesn't.

Q. Does not?

A. Does not.

Q. First thing that happens is that the delivery comes in and it's warehoused?

A. Correct.

Q. And it doesn't get graded until you're ready to use it?

A. Correct.

Q. And when you're ready to use it, a pallet is pulled out of the warehouse, it's then graded before it's run through any of your machines?

A. Correct.

Q. The grading is done by various people in the warehouse?

A. Correct.

Q. How many graders do you have?

A. I'd say at any time, probably about six -- five or six, plus the supervisor, who will sometimes grade if maybe someone doesn't come to work that day.

Q. Do you do any grading?

A. I do not.

Q. When the material is graded, what happens

to it from that point?
A. If it's good, you mean?
Q. What can happen to the material, what are the options?
A. We can set it aside.
Q. Let's start -- one option is, it's good and you use it?
A. Then it will go to the next machine, where --
Q. What happens if it isn't good?
A. We pull that out. We make -- we start a new pallet for that material, and then we will make a new tag for it. I get the tag. I keep a tally of how much material we're getting, we're building up. We only reject a pallet -- we actually only ask for a rejection, I should say, if it's 5 percent or more of the entire pallet. If they only pull out 3 percent of a certain pallet, then I'm not going to ask for a credit, because that's pretty good yields that we would get.
Q. So 3 percent is considered within standard deviation?
A. That's fine for us.
Q. Right. So a --

A. We wouldn't do anything.
Q. I spoke over you.
A. No, go ahead.
Q. Let's stop apologizing. I'll try not to interrupt you, and vice versa. How is that?
So 3 percent is within your range of deviation on a pallet?
A. That would be acceptable.
Q. Okay. So let's say, if it's 4 percent, would there be rejects then?
A. Well, we would consider a rejection and try to do something else with it, but I would not ask for a credit from the supplier for it.
Q. At what percentage do you ask for a credit?
A. At 6.
Q. So within 5 percent deviation, you use the material with no credit?
A. Correct.
Q. And if it goes over 5 percent, then you're going to look to the supplier for some kind of an adjustment?
A. Correct.
Q. Now, I understand that one of the adjustments might be to downgrade the material.

A. Corre
Q. And do you have some kind of record as to the material that is downgraded?
A. I don't, but I don't really know --
Q. You don't keep the record?
A. I don't keep a record of it.
Q. Okay. But when you downgrade, are you really asking the supplier to take a reduced amount for the material?
A. Yes. The difference in price, yeah.
Q. Well, don't you memorialize the difference in pricing on some type of document?
A. Yeah. A debit memo that I would ask for, yeah.
Q. What happens to the debit memo?
A. I'd fax it to the supplier.
Q. Do you keep a copy?
A. I try to, I should say. I'm pretty sure I have them on my computer.
Q. Another option would be to have the supplier take the material back?
A. Correct. I would -- if we get into something where we -- it's a full pallet, never been touched, we'll take it off, they start pulling the first so many stacks or bundles out of

it. If it's not meeting what we want right away, we know we're going to yield poorly, we'll put it all back together, put a lid back on it. At that time, I'd ask for -- say, "Hey, we're going to send this back for the full price." They can do whatever with it.
There's also an occasion where -- certain species, we only use for the long length, to make these sheets, whereas, we don't do this species, that sort of species in the edge banding. When I talk with our suppliers, they know when I don't have any use for it except to give it back to them. They can resell it to, you know, somebody else, it's just no use to us.
Q. Okay. So one option is to downgrade the reject, another option is to send it back to the supplier or have the supplier pick it up?
A. Correct.
Q. And the third option is what?
A. Just dispose of it.
Q. Is that usually done with the consent of the supplier?
A. Yes.
Q. So you just don't put something down the shredder unless a supplier says, "I'm not going to

come for it, put it down the shredder.

A. Correct.

Q. Is a record made of the material that's put down the shredder?

A. No. I couldn't -- I don't think I'd be able to tell by looking at a credit memo whether or not they picked that material back up or not. The only way I could even guess at it is based on how much square footage there is there. If there's a little amount, the chances are the supplier doesn't want it back. If it's a sizeable amount, they probably want it back.

Q. So basically all you have is a credit memo, which you may or may not keep after it's sent back to the supplier?

A. I have my credit memo.

Q. Right.

A. I keep those on my computer. We have a list on the scheduler's computer. He keeps his own records. And I'm positive of those two things, but I'm not certain about if the actual graders keep any record. I don't see why they would.

Q. Now, when you decide to reject all or part of a pallet, the supplier is notified?

A. Yes.

Q. Is the supplier given an opportunity to take a look at the material?

A. Yes.

Q. How is that arranged?

A. Basically, after I send them the credit memo, it will say, "Is this something you want to take back? If you want it, you can have it; if not, we're getting rid of it." But I try to have them come back in so that they will look at it and know why we're rejecting it -- so the point is supposed to be, we don't have these rejections. It doesn't seem to work out. We still say, "Do you agree with us that this is bad? Do you think there's something wrong with what we're saying?" But I've never run into any problems with them wanting to come back in and look at things that are wrong. Usually suppliers take us up on an offer to come in and look at everything. Sometimes they just say, "No, I think we know what the problem is."

Q. Okay, I'm not sure I understand. Are you telling me that suppliers normally do not take you up on your offer to come and look at the material, or they do? It's two questions, I'm sorry.

A. It de[p]ends on who the supplier would be. Some will, some won't.

Q. How about Mr. Parsons?

A. Mr. Parsons was there frequently, yes.

Q. He would come up and take a look?

A. Yeah.

Q. These credits, when do you assess the credit against the supplier, on the next shipment, do you wait for six months to assess them, or a year --

A. Well, what I --

Q. -- what is the procedure?

A. I send the credit. I hold onto it until we get the confirmation back. Usually they'll send us a memo back. Put all that together, give one copy to the accounting department, and they can use it on the next invoice that we get from the supplier. And another copy will go to the scheduler to do all the inventory, moving around.

Q. What is the average percentage rate of rejects?

A. For total, for the company?

Q. Yes.

A. I can't say, because I don't see every rejection. If it's less than, you know, the 5

percent, like we talked about before, then it doesn't --

Q. I understand that. I'm only talking about rejections.

You're not rejecting anything that is 5 percent or less, true?

A. Well, it's rejected to us, because we're not using it for the spec that we got it for.

Q. But you're not rejecting it in terms of a credit memo?

A. Okay. Correct.

Q. Okay. I'm talking percentage wise, what is the average of the cases where you actually reject and ask for a credit memo, what percentage?

MR. TALADAY: Are you talking -- is this question specifically focused on veneer.

MR. NADDEO: Veneer. All my questions are only to veneer. That's the only thing we're discussing.

THE WITNESS: I'm sorry, I still don't understand, because I don't know if you mean a percentage of a pallet.

BY MR. NADDEO:

Q. For example, let's say you buy a million dollars worth of veneer a year. What percentage

of that is rejected so as to warrant credit slip?

A. Anything over 5 percent?

Q. No, no, no. What percentage of the total do you reject as a global proposition for the company of the total purchased, how much, what percentage is rejected?

MR. TALADAY: Can we go off.

(Discussion held off the record.)

BY MR. NADDEO:

Q. We were off the record briefly, trying to explain, I guess, maybe what was an unartful question.

Do you now understand my question?

A. Yes.

Q. Okay. And my question is: If we take the total amount of veneer purchased in the course of a year, what percentage of that veneer is rejected to the extent that it is turned back to the supplier or put through the chipper?

A. I don't know the number. I don't know what that percentage would be.

Q. Are you capable of calculating that percentage?

A. I am not.

Q. Do you have anything to do with payment of the invoices?

A. No.

Q. Do you know who is in charge of the payments?

A. I believe it would be our director of finance, Lisa White.

Q. And do you know whether Miss White retains copies of the company's cancelled checks?

A. I wouldn't know.

Q. All right.

A. I don't know.

Q. Now, I'm going to show you what has been marked as Exhibits 1, 2 and 3 and ask you if you have ever seen these exhibits, these documents, prior to today? I will also note that they are two-part, each exhibit has two pages; one is a bill of lading, one is an invoice.

A. I honestly -- I don't know. I don't get the invoices and I don't receive the -- I don't receive the bill of ladings when it comes off of the trucks.

Q. So the answer is no, you have never seen those documents prior to today?

MR. TALADAY: I think his answer was, he

Q. Well, if you took your credit memos, total amount of your credit memos, and divided it into your total purchases, wouldn't it tell you that figure?

A. I guess it would.

Q. Well, I don't want you to guess. You're the guy who keeps tracks of these records, and I mean, would it be possible to do that?

A. Yes.

Q. Okay.

MR. TALADAY: That doesn't mean that you have to do that. He's not going to give you homework.

MR. NADDEO: That's right. I'm giving myself homework.

(Discussion held off the record.)

BY MR. NADDEO:

Q. Do you recall Edgemate doing business with Forcey Lumber Company?

A. No.

Q. Did Edgemate, during the months of January and February of 2007, make payment to Forcey Lumber Company for veneer delivered to Edgemate?

A. I wouldn't know.

doesn't know if he's seen them.

MR. NADDEO: I thought he said he doesn't get them. I don't want to debate it. You need to answer the question.

THE WITNESS: I've seen bill of ladings before, but I'm not sure if those are the ones I have seen before.

BY MR. NADDEO:

Q. So you do on occasion see the bills of lading?

A. I have.

Q. But as the purchasing agent, you don't issue the bills of lading -- excuse me, not the bill -- yeah, the bill of lading. No, no, you wouldn't issue the bill of lading.

Purchase orders, do you issue the purchase orders?

A. I do.

Q. But you've never seen this bill of lading or the invoice identified in Exhibits 1, 2 and 3?

A. Not to my knowledge.

Q. Do you keep a record of the purchase orders along with the bill of lading and the invoices?

A. I keep a record of the purchase orders,

but the invoices and bill of lading would probably be kept together in the finance office.

Q. Would there be any way for you to take, for instance, the bill of lading and the invoice in Exhibit 1 and connect it to a specific purchase order? Should be if, there is --

A. P.O. number right here.

Q. The answer is yes, right?

A. Yes.

Q. And the reason is that each bill of lading does have a purchase order number reference?

A. Yes, correct.

Q. And do I understand that Edgemate would have a record of the purchase order that went with each bill of lading?

A. Yes.

Q. But that's not a record that you keep?

A. The purchase order?

Q. No, I'm sorry. You don't keep, in your department, a copy of the bill of lading or of the invoices?

A. I do not.

Q. But you would have copies of the purchase orders?

A. I do.

Q. I show you what has been marked as Exhibit 4 and ask you if you've ever seen that particular document prior to today?

A. I have not.

Q. Would you agree that it's addressed to Edgemate?

A. Yes.

Q. But it's "To Whom it May Concern" --

A. Correct.

Q. -- right? And this apparently didn't concern you, because you never saw it?

A. Apparently.

Q. Okay. Do you have any idea to whom in the company that letter would have been sent?

A. There would be somebody in the accounting department. I don't know who gets -- I don't know who would get that first and get that started.

Q. I show you what is marked as Exhibit 5 and ask you if you have ever seen that particular document prior to today?

A. I have not.

Q. Okay. Should I refer to you as head of the purchasing department?

A. I am not. Actually, Chaz would be my

manager.

Q. As one of the members of the purchasing department, would it be fair to say that you're not in charge of making payment for the products purchased?

A. That's correct.

Q. That's done by someone else in the company?

A. Correct.

Q. Do you know which department makes payment?

A. The finance office.

Q. I show you what has been marked as Exhibit 6 and ask you if you've ever seen that document prior to today?

A. I don't -- I don't remember, but, obviously, yes. That's my e-mail.

Q. Okay. Are you sure?

A. Yeah, that's me.

Q. Would you please take some time to review that to refresh your recollection.

A. Okay.

Q. All right. Having reviewed that document, do you now recollect sending it?

A. Honestly, no, I don't recollect sending

it, but that is me.

Q. Well, let me ask a different question. Is the information which is contained within that e-mail accurate?

A. Not all of it.

Q. All right. What part of it is not accurate?

A. The part about our rejection rates.

Q. What's wrong with the rejection rate?

A. Where it says rejection rate of about 1.4 percent is actually supposed to be -- that's the divider. It's 40 percent -- divide our total by that instead of multiplying by that 1.4 percent.

Q. Okay. So 1.4 should have been 40 percent?

A. Rejection rate of .4 -- .4, or 40 percent.

Q. Okay. Now, does that mean that the veneer that was delivered to your company by Mr. Parsons had a 40 percent rejection rate, average?

A. Yes.

Q. Would that be higher or lower than your other suppliers?

A. Higher.

Q. How much higher?
A. Normal suppliers, I'd say, are around the 10, for a pallet that we rejected, in the 10 to 15 percent range.
Q. That's a question you couldn't answer for me earlier.
Are you telling me that the average rejection for your suppliers for veneer is 10 to 15 percent?
A. I'd say that would be about the highest that they go. I'm not saying that's the average, I'm saying that's probably about the highest that I deal with.
Q. That means that Mr. Parsons, the material that he was delivering to Edgemate, had a much higher rejection rate than the average --
A. Correct.
Q. -- is that --
A. Yes.
Q. Okay. And do you have a record of the rejection rate of the material that he supplied to your company?
A. Yes.
Q. And that's how you came up with the 40 percent figure?

A. Correct.
Q. And to come up with that 40 percent figure, how did you calculate?
A. Well, actually, what this e-mail here -- I think I'm taking this from my manager and kind of passing along what he's saying. That's where I get these numbers from right here. So I wouldn't say these are exactly -- they're words from me, but they're not my calculations at this time.
Q. Okay. So the calculation of 40 percent was transmitted to Mr. Parsons by you, but you weren't responsible for the calculation?
A. Correct.
Q. Do you know who was?
A. That would be my manager, Chaz Boyle.
Q. Now, you're going to have to explain the next couple lines to me. "It will probably take another month to look at everything, so instead of dragging it out, I am asking if we can take 1 percent of the additional 600,000 square feet and consider it a $6,000 credit on its own."
A. Well, I think I was confused with the 1.4 percent, which is where I got that 1 percent. What I was asked to do was take the remaining square feet that we had left, and what should have

been 40 perc[illegible] take that credit now, just consider that [illegible]e credit and then we could move on.
Q. Okay. Would 1 percent credit of 600,000 square feet equate to $6,000?
A. Would 1 percent --
Q. Yes, that's what it says you're doing.
A. No, that is incorrect. That wouldn't -- I don't know how much all the different prices of that square footage would be.
Q. How did you come up with this?
A. Like I said, from what my manager had told me. I must have gotten his words mixed up when I was typing this.
Q. So 1 percent should have said 60 percent?
A. Should have been 40 percent, like in the sentence before that.
Q. So you were asking Mr. Parsons to take a hit on 40 percent of 600,000 square feet rather than 1 percent?
A. Again, I'm not sure if out of that 40 percent the different species, different prices. I'm not sure what that total would be. So 6,000 was not correct.
MR. TALADAY: Can we go off the record

for a second?
(Discussion held off the record.)
BY MR. NADDEO:
Q. Now that we've been off the record and we've corrected, I guess, some arithmetic errors in this e-mail, the 1 percent should have been 40 percent, and instead of 600,000 square feet, it would have been 40 percent of 600,000 square feet, or 240,000 square feet you're asking him to take a rejection on?
A. That was an average, so, I mean, that is -- we can either do it that way, or we can go through it, and it might even be more than that.
Q. I just want to make sure. Now, this 6,000 where, did the $6,000 come from?
A. I was just doing the numbers there, I wasn't thinking -- I was thinking of square footages being dollars instead.
Q. So consider it a $6,000 credit on its own, it should have said 40 percent of the additional 600,000 square feet and consider it a 240,000 square foot credit?
A. I agree with the first part. The 240,000 just because --
Q. Well, that's 40 percent, right?

A. Yeah, we'd have to come [illegible] don't know what that average price would be.

Q. I usually divide by three, but I can do four also. There's 240,000 square feet, right?

A. Right. But I'm saying that you need to know what the average of the pricing would be to get the price of that.

Q. Adam, time out. I don't want to fence with you on this. Okay? Let's just try to figure out what you were supposed to be saying.

A. Yeah.

Q. What you were supposed to be saying was that you have a 40 percent, not a 1.4 percent --

A. Right.

Q. -- rejection rate, but a 40 percent rejection rate.

A. Correct.

Q. And the 40 percent rejection is a lot higher than a rejection rate for any other supplier you had, because those ran 15 percent?

A. At their highest. They ran 10 to 15 percent.

Q. And that the 1 percent that you have here should have been 40 percent?

A. Should have been.

Q. And if we were going to take a credit for 40 percent of 600,000 square feet, that equates to a credit for a total of 240,000 square feet?

A. Correct.

Q. And the value of that would have had to have been determined.

A. Correct.

Q. Okay. I show you what has been marked as Exhibit 7 and ask you if you've seen that document prior to today?

A. I have.

Q. That's a purchase order, correct?

A. Correct.

Q. Purchase order issued to whom?

A. Forcey Lumber Company.

Q. Did you issue that purchase order to Forcey Lumber Company?

A. I did.

Q. Okay. Why?

A. This was originally to Veneer Resources. I did the original one on 2/27. We waited until, I think it was the 13th of April, and Joe asked me to create the purchase order for Forcey, and that's -- I don't remember much else besides that. But I considered his -- I know he switched the

company from [illegible]dison to Veneer Resources. I don't know now if he [illegible] part of Forcey Lumber, but he told me that he could ship this. Which he did not.

Q. So originally, this order was to go to Mr. Parsons?

A. It was for two months. It was to Veneer Resources.

Q. But Mr. Parsons never filled the order?

A. Did not.

Q. Okay. Did Edgemate, Inc. Need the veneer that you were trying to purchase from Parsons?

A. Yes, that's why we did --

Q. And at some point, Mr. Parsons intimated to you that he could not supply the veneer?

A. He never told me that.

Q. Okay. He just said, shift it over to Forcey?

A. Well, he said, "Give me a couple more weeks, give me a little bit more time, I can get this. I'm working on this." At the end he said, "I need you to make this P.O. to Forcey, then I can ship it." And that's all that I knew about it.

Q. Okay. The original purchase order was

issued several months prior to the purchase order identified as Exhibit 7?

A. Correct.

Q. Okay. And there was conversation between you and Mr. Parsons about the issuance of the first purchase order to him and the issuance of the purchase order identified as Exhibit 7?

A. Correct.

Q. During the course of those discussions, Mr. Parsons had not ponied up the veneer, so to speak, hadn't produced --

A. Had not.

Q. He asked you for additional time to be able to get the veneer?

A. Correct.

Q. Eventually he said to issue the purchase order to Forcey, and they would be able to fill the order?

A. Correct.

Q. Okay. And that's what you did.

A. That's what I did.

Q. Okay. To your knowledge, did the company ever -- by "the company", did Edgemate ever receive the material that was requested in the purchase order identified as Exhibit 7?

A. To my knowledge, we d[illegible]t.
Q. Do you know what happened to that material?
A. I do not.
Q. Can you tell me what the average cost of 240,000 square foot of veneer would be? Maybe you know.
A. It could be --
Q. Give me a range.
A. For the material, say, if we're doing material, we typically buy from Joe --
Q. Let's be more specific. Let's talk about the material that you would normally buy from Joe.
What would 40 percent of -- what would 240,000 square feet of that material cost, on average?
A. The material he sold us was in a range from anywhere from 10 cents a square foot to upwards of 25 cents a square foot. So it could be -- I mean, anywhere in there, because, as you can see, I make different purchase orders with different species on them.
Q. So if we're talking 240,000 square was 10 cents a square foot would be $24,000?
A. Right.

Q. It would be $24,000?
A. Correct.
Q. And on the high side, it would be two and a half times that --
A. Correct.
Q. -- right? Okay. I show you what's been marked as Exhibit 9 and ask you if you recognize that e-mail, or any of the attachments to that e-mail?
A. I do. These are my debit memos, and also the memos that were sent back to me kind of as confirmation that we can do whatever we were going to do with the rejects.
Q. Okay. There's no date on that fax.
Do you remember when that was sent out?
A. That was sent the day that we were talking. That would have been April 13, I believe. The Friday before the shipment.
Q. You have a good memory. Okay.
And to whom was this letter and the credit memos given?
A. I was supposed to fax those to Brant.
Q. And so that as of April 13, 2007, the total credits that Edgemate was claiming against Mr. Parsons, or his affiliated companies, was the

total of these m[illegible]o slips, right?
A. Yeah. [illegible]hat's everything that we had used.
Q. Now, I totaled those up at $18,613.70.
Did you ever take and total those?
A. I think it was me that did that.
Q. No, you didn't; I did this. You don't want to vouch for my math, do you?
A. No, I mean, but for the --
Q. The credit memos.
MR. TALADAY: Just those ones in the exhibit, or the total credit?
MR. NADDEO: Just in the exhibit. This is what was given to Brant Forcey as of April 13, 2007.
THE WITNESS: I'm not sure if I ever added all of them up.
BY MR. NADDEO:
Q. Okay. Assuming that those credit memos total $18,613.70, would you agree that this is somewhat less than the amount represented in your e-mail, identified --
MR. TALADAY: Exhibit 6 --
BY MR. NADDEO:
Q. -- as Exhibit 6?

A. That is less than the e-mail, yes.
Q. Is this another case where your e-mail is reflecting numbers that were prepared by someone other than you?
A. No. No, with this e-mail, I added that amount there, all the debit memos that I had collected.
Q. Are you telling me, then, that you collected additional credit memos after April 13th of '07 in order to come up with the $23,398 number?
A. I believe that's what would have happened, yes.
Q. Do you know where those credit memos are?
A. They would be with all of them, I believe.
Q. I'm going to show you what has been marked as Exhibit 10 and ask you if you've ever seen that document before?
A. I have.
Q. What is that, please?
A. These are the outstanding credits that we had -- credits for Madison-Sanz and Veneer Resources for everything that we used up through, looks like June 18.

Q. Can Mr. Parsons, or any of affiliated companies, expect any more credit memos after June?

A. No. We have used -- we are done with his material. We are now done.

Q. So that you're representing Exhibit A as the final tally?

A. This is --

Q. And you have credit memos for each of those entries?

A. Yes.

Q. Now, one of the credit memos pertains to that pallet of veneer that's still sitting in your warehouse, correct?

A. Correct.

Q. That is a credit memo for $5,802.24?

A. That is correct.

Q. Were you aware that Forcey Lumber, whether they would be willing to retrieve the material that we observed when we came to the plant?

A. I don't know about that.

Q. Okay. Is that material still available at the plant? And by "that material," I mean not only the pallet, but the other material that we

examined that day?

A. I can't say for sure, but I -- that pallet, I believe -- I'm not sure about all the material that we reviewed that day. I know -- I believe the plant manager used everything that was from Joe.

Q. Okay. But there was some left over, right, which was allegedly not up to spec, which is what you were showing to us the day we took an opportunity to look at the material?

A. Correct.

Q. My question is: Is that material still there, has it been put down the chipper?

A. I don't know. If it's not there, I don't know where it is. But if it is there, I would know that that would be the material that was being looked at for a full credit refund.

Q. Okay. Rejected material?

A. Yeah.

Q. And it sounds to me that the truth of the matter is, you don't know whether it's there or not, right; that's not really your job, right?

A. It isn't.

Q. So when I ask you that question, the proper response, I suspect, is that you just don't

know whether it's there or not, do you?

A. I am not in charge of the inventory, so I really don't keep track of it.

Q. Right. I'm trying to get you to say you don't know.

A. I don't know.

Q. I accept that. All right. So let's talk about the full pallet.

Do you know whether that's there?

A. I don't know, but that was a full credit refund that I would have asked to have been left alone.

Q. Left alone as in --

A. Don't use it. This is something that we would ask for the total price, not the difference in price to downgrade.

Q. I understood just the opposite, that when we were there, that that could be used --

A. It was a rift red oak, if you remember, when you were there.

Q. It was mislabeled, correct?

A. No, that's not correct.

Q. I thought Joe said he mislabeled it.

A. He charged us for the rift price, so he maybe -- I don't know if he mislabeled it, but he

charged us the extra amount. He was there. He also said that he called it a red oak, and I went and then got my purchase order and showed him that no, this was actually the rift, and here was the price.

Q. Okay. Well, I'm still lost on the status of that pallet.

A. I don't know.

Q. You don't know what happened to it?

A. I don't.

Q. But I'm lost in terms of whether you can use it or not. I thought that that pallet could be used for coffins, wasn't that the discussion?

A. That wouldn't be a coffin.

Q. Okay.

A. That's not what I ordered it for. Since the time that it's been sitting there, I've had to -- for what I wanted it for, I've had to reorder for that, so now maybe I have too much in stock right now. That's not what I wanted at the time. And what he -- you know, if he wanted me to use it as flat cut red oak, maybe we had tons of it at the time, where I would not have ordered the red oak.

Q. I understand you don't want more

inventory than you need, but it's not inventory that you can't use, right, you use flat red oak?

A. We use a flat cut red oak.

Q. And that's a stack of flat cut red oak, right?

A. Yeah. That price would have to be --

Q. I understand.

A. -- adjusted.

Q. What is the value of that pallet as flat cut red oak?

A. I don't know. I don't know off the top of my head.

Q. Were you aware of any financial problems on the part of Joe Parsons which was making him -- causing him to be unable to fill purchase orders for Edgemate?

A. No.

Q. Do you know why he wasn't filling the Edgemate order? Did you ask why he wasn't filling the order that he asked you to send to Forcey?

A. No.

Q. At any time during these transactions, were you aware that Forcey was buying the veneer so that Mr. Parsons could deliver it to Edgemate?

A. No.

Q. You weren't aware that the payment for the veneer was to be made to Forcey?

A. No.

Q. Did you receive a response from Joe Parsons to the fax identified as Exhibit 6 -- e-mail, pardon me?

A. I do not know.

Q. All right. From the time that you gave Brant Forcey the credit memos identified in Exhibit 9, did Mr. Parsons have an opportunity to inspect the rejected material?

A. He could have called me to come in at any time.

Q. To your knowledge, did he ever inspect --

A. No.

Q. -- the rejected material?

A. I don't believe so.

Q. Was Forcey ever contacted and given an opportunity to inspect that rejected material?

A. I don't believe so.

Q. Well, you were aware that when you sent this to Brant Forcey, that his company, or Forcey Lumber, had paid for this material, right?

A. I'm sorry?

Q. When you sent these credit memos to Brant

Forcey, you were aware that his company, or Forcey Lumber, had paid for this material --

A. Right?

Q. -- you knew that?

A. Yes.

Q. Did you give Forcey Lumber an opportunity to inspect the rejects?

A. I don't remember. I can't recall if we had discussed it or not.

Q. Did Forcey Lumber ever have an opportunity to inspect anything other than the material that we saw at the factory the day we visited?

A. I don't believe so.

(Discussion held off the record.)

MR. TALADAY: I think he needs to add something to complete his last answer.

THE WITNESS: There was -- I do remember Brant actually being in the plant, and he was out there -- and this is, I think, when he was first becoming aware of the amount of rejects -- and he saw that very briefly. I wouldn't say that he inspected it, but he saw the pallets building up. And there was also supposed to be another time where Joe and, I think Brant, was supposed to come

in. They never called us about coming in to the meeting. They didn't show up. And I'm not sure why.

BY MR. NADDEO:

Q. A couple other questions. When we made the inspection of the material, the rejected material, that was cross referenced to various invoices for which you had rejection memos or slips, correct?

A. Correct.

Q. And in making notes of what was there and not there, would you agree that much of the material that had been rejected was no longer at the plant, as in we have notations "not there, not there, not there"?

A. I agree that some of them weren't there, but I want to add that it also may have been picked up by Joe Parsons. Maybe he had taken it back already, because I do know that had happened.

Q. But you don't know for a fact what happened to the material that wasn't there?

A. I don't. I do not.

Q. It may have been picked up by Joe Parsons?

A. It may have.

Q. It might have gone down the chipper, too, right?
A. **I can't say.**
Q. I mean, that's an option.
A. **It would be an option, but I know the way we've been doing things, we wouldn't just throw something out.**
Q. Were you present on April 13, 2007 when Brant Forcey agreed to fill the open purchase order identified as Exhibit 7?
MR. TALADAY: I'm going to object to the form of the question. Just that I'm not sure that that's been established yet, that that occurred.
MR. NADDEO: Well, I'm asking if he was there.
MR. TALADAY: I think you need to ask him if it happened first.
MR. NADDEO: How would he know, if he wasn't there?
MR. TALADAY: I don't want to argue with you, Jim.
MR. NADDEO: Let me rephrase this.
Q. Did you participate in a conversation with Brant Forcey on April 13, 2007 where he agreed to fill the purchase order identified on

Exhibit 7?
A. **I do not remember that agreement from him.**
Q. But you do remember talking with Mr. Forcey on that date?
A. **I don't remember if I talked to him on that date. I just -- the only thing about that date that I remember is sending the credit memos.**
Q. Okay. Who is Jim Mortor?
A. **Plant manager.**
Q. Did you deliver the check identified as Exhibit 5 to Brant Forcey on April 13, 2007?
A. **I don't -- I don't remember. I don't think I did.**
Q. Did you observe Jim Mortor deliver the check identified in Exhibit 5 to Brant Forcey on April 13, 2007?
A. **I don't. I can't recall. I don't remember.**
Q. Assuming Joe Parsons picked up the material that wasn't there the day we visited the plant, would there be some report of that?
A. **On his end?**
Q. Well, no, on your end.
A. **Yeah. It's still part of my credit memos**

that I never was never paid for. And it was probably part of the --
MR. TALADAY: I'm not sure you're answering his question. I think his question is if Parsons picked up rejected material, would you have some record of that?
THE WITNESS: No, I don't keep a record of him picking up material.
BY MR. NADDEO:
Q. Does anybody in the company keep a record of material when it's picked up?
A. **I can't answer that for everyone. I don't know.**
Q. You don't know, okay. Thank you. That's it.
MR. TALADAY: Read and sign.
MR. NADDEO: We're going to offer the same exhibits for both depositions.
(Deposition concluded at 1:58 p.m. Signature was not waived.)

E R R A T A

I, ADAM LARDIERI, have read the foregoing deposition given by me on April 30, 2008, taken in the case of Forcey Lumber versus Edgemate, Inc.
This deposition should be corrected as follows:

PAGE	LINE	ERROR/AMENDMENT AND REASON:

Subject to these corrections, my testimony reads as given by me in the foregoing.
Signed this_____ day of_____, 2008.

_____
Adam Lardieri

COMMONWEALTH OF PENNSYLVANIA)
)
COUNTY OF _____)

On this, the _____ day of _____, 2008, before me as a Notary Public, the undersigned officer, personally appeared Adam Lardieri known to me to be the person whose name is subscribed to the within instrument, and acknowledge that Adam Lardieri executed the same for the purposes therein contained.

In witness whereof, I have hereunto set my hand and official seal.

My Notary Commission Expires:

_____
Notary Public

COMMONWEALTH OF PENNSYLVANIA)
)
COUNTY OF ARMSTRONG)

I, Susanna Englert, Notary Public within and for the Commonwealth of Pennsylvania, do hereby certify that before the taking of his deposition, the said deponent, ADAM LARDIERI, was by me first duly sworn to testify to the truth, the whole truth, and nothing but the truth, and that the above deposition was recorded in stenotype by me and reduced to typewriting under my direction.

I further certify that the reading and signing of the transcript of this deposition were not waived by the deponent and by counsel for the respective parties and that the said deposition constitutes a true record of the testimony given by the said deponent.

I further certify that I am not a relative or employee or attorney or counsel or financially interested directly or indirectly in this action.

I further certify that the said deposition was taken before me at the time and place specified in the notice.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal of office at Kittanning, Pennsylvania, on May 15, 2008.

Susanna C. Englert
_____
SUSANNA C. ENGLERT
NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Susanna C. Englert, Notary Public
City of Altoona, Blair County
My Commission Expires Apr. 17, 2010

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BILL OF LADING

#540

Veneer Resources Group

P.O. Box 1756 Jamestown, NC 27282
Phone: (556) 884-5982 Fax: (556) 884-5985

Date: 2-22-2007 PO# P001910

Shipper

Veneer Resources Group

14-B N. Robbins Street

Thomasville, NC 27360

Consignee

Edgemate

333 Closson Road

Roaring Springs, PA 16673

Pallet #	Specie	Footage	Spec #	Price
V289644	Poplar	39,657'	15	.14
V289650	Poplar	38,896'	15	.14

Shipper Certification:

Shipper Signature: Veneer Resources Date 2-22-2007

Received By: Paula Kreger Date 2-23 2007

EXHIBIT 1
WIT: H. Benjamin
DATE: 4-30-08

Veneer Resources Group LLC.

Invoice

Veneer Resources Group LLC.
P O Box 1736
Jamestown, NC 27282

(336) 884-3982

DATE	INVOICE #
02/22/2007	540
TERMS	DUE DATE
2%- Net 10	03/04/2007

BILL TO
Edgemate, Inc
PO Box 72
Roaring Springs, PA 16673

SHIP TO
Edgemate, Inc
333 Closson Rd
Roaring Springs, PA 16673

SHIP VIA	P.O. Number
MSL	PO01910

Service	Description	Amount	Rate	Total
Poplar:Spec 15	- 289644	39657	0.14	5,551.98
Poplar:Spec 15	- 289650	38896	0.14	5,445.44

SUBTOTAL	$10,997.42
DISCOUNT (2%)	$ -219.95
TOTAL	$10,777.47

REMIT TO:
Forcey Lumber, Inc.
2020 Shiloh Rd
Woodland PA 15881

BILL OF LADING

541

Veneer Resources Group

P.O. Box 1756 Jamestown, NC 27282
Phone: (336) 884-5982 Fax: (336) 884-5985

Date: 2-22-20 PO# P0001861

Shipper

Veneer Resources Group
14-B N. Robbins Street
Thomasville, NC 27360

Consignee

Edgemate
333 Closson Road
Roaring Springs, PA 16673

Pallet #	Specie	Footage	Spec #	Price
310558	Cherry	37216	10	.19
310559	Cherry	48516	10	.19
310404	Maple	26120'	15	.135
310627	Red Oak	45476	10	.105

Shipper Certification:

Shipper Signature: Veneer Resources Date 2-22-2007

Received By: Karla Keagy Date 2-23-2007

EXHIBIT 2
WIT: A. Benjamin
DATE: 4-30-08

Veneer Resources Group LLC.

Invoice

Veneer Resources Group LLC.
P O Box 1736
Jamestown, NC 27282

(336) 884-3982

DATE	INVOICE #
02/22/2007	541
TERMS	DUE DATE
2%- Net 10	03/04/2007

BILL TO	SHIP TO
Edgemate, Inc PO Box 72 Roaring Springs, PA 16673	Edgemate, Inc 333 Glosson Rd Roaring Springs, PA 16673

SHIP VIA	P.O. Number
MSL	PO01861

Service	Description	Amount	Rate	Total
Cherry:Spec 10	- 310558	37216	0.19	7,071.04
Cherry:Spec 10	- 310559	48516	0.19	9,218.04
Maple:Spec 15	- 310404	26180	0.135	3,534.30
Red Oak:Spec 10	- 310627	45476	0.105	4,774.98

SUBTOTAL	$24,598.36
DISCOUNT (2%)	$ -491.97
TOTAL	$24,106.39

REMIT TO:
Forcey Lumber, Inc.
2020 Shiloh Rd
Woodland PA 16881

BILL OF LADING

547

Veneer Resources Group

P.O. Box 1756 Jamestown, NC 27282
Phone: (336) 884-5952 Fax: (336) 884-3955

Date: 2-22-2007 PO# P0001981

Shipper	Consignee
Veneer Resources Group	Edgemate
14-B N. Robbins Street	333 Closson Road
Thomasville, NC 27360	Roaring Springs, PA 16673

Pallet #	Specie	Footage	Spec #	Price
26-227	Ash	39617'	10	.16

Shipper Certification:

Shipper Signature: Veneer Resources Date 2-22-2007

Received By: Karla Kaag Date 2-23-2007

EXHIBIT 3
WIT: A. Benjamin
DATE: 4-30-08

Veneer Resources Group LLC.

Invoice

Veneer Resources Group LLC.
P O Box 1736
Jamestown, NC 27282

(336) 884-3982

DATE	INVOICE #
02/22/2007	547
TERMS	DUE DATE
2%- Net 10	03/04/2007

BILL TO
Edgemate, Inc
PO Box 72
Roaring Springs, PA 16673

SHIP TO
Edgemate, Inc
333 Grasson Rd
Roaring Springs, PA 16673

SHIP VIA	P.O. Number
MSL	POOO1981

Service	Description	Amount	Rate	Total
Ash:Spec 10	VRG-2217	39617	0.16	6,338.72

SUBTOTAL	$6,338.72
DISCOUNT (2%)	$ -126.77
TOTAL	$6,211.95

REMIT TO:
Forcey Lumber, Inc.
2020 Shiloh Rd
Woodland PA 16881

Veneer Resources Group
P O Box 1736
Jamestown NC 27282
Phone Number 336-884-3982
Fax Number 336-884-3983

Message:

To:	Edgemate, Inc	From:	Joe Parsons
CC:	Accounting Dept.	Date:	04-05-07

To Whom It May Concern,

In regards to Veneer Resources Group invoices 540, 541, 547, these invoices are Payable and remit to Forcey Lumber , Inc. as stated at the bottom of the invoice.

Thank You

Joe Parsons

EXHIBIT 4
WIT: H. Benjamin
DATE: 4-30-08
ASAP Court Reporting SC

Exhibit "C"

006719

EDGEMATE, INC.
P.O. BOX 72
ROARING SPRING, PA 16673

M&T Bank
All the bank you'll ever need.
60-295/313

CONTROL NO. 5740

DATE 3/20/2007

AMOUNT $41,749.54

FORTY-ONE THOUSAND SEVEN HUNDRED FORTY-NINE AND 54/100 US$

PAYEE COPY
US FUNDS

Forcey Lumber Company, Inc.
2020 Shiloh Road
Woodland, PA 16881
USA

⑈006719⑈ ⑆031302955⑆ 8892643878⑈ ⑈0004174954⑈

SUBSEQUENT COLLECTING BANK USE ONLY

FOR DEPOSITORY BANK USE ONLY

YOUR ENDORSEMENT IN THE ABOVE AREA ONLY
DO NOT SIGN, WRITE OR STAMP BELOW THIS LINE

Forcey Lumber Co., Inc.

BYD

14669865

13753881
172007
1000040 FRB-PHILA
T=1900 TRC=1900 PK=30

2007
-PHILA
5833 TRC=5811

4/20/2007

EXHIBIT 5
WIT: H. Benjamin
DATE: 4-30-08
ASAP Court Reporting SCO

VENDOR • Forcey Lumber Company, Inc.

NO. 000113

OUR REF. NO.	YOUR INVOICE NO.	INV. DATE	INVOICE AMOUNT	AMOUNT PAID	DISCOUNT TAKEN
Check No : 6719	03/20/2007 1 ******		Total Check Amount	$41,749.54	******
V012929	541 Reinvoice	2/22/2007	$24,598.36	$24,598.36	$0.00
V012930	540 Reinvoice	2/22/2007	$10,997.42	$10,997.42	$0.00
2931	547/555 reinvoi	2/22/2007	$6,153.76	$6,153.76	$0.00

Brant M. Forcey

From: Madison Sanz Ltd [msl644@northstate.net]
Sent: Wednesday, April 25, 2007 3:11 PM
To: brant@forceylumber.com
Subject: [Fwd: credits]

untitled-2.htm (2 KB)

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

Subject: credits
From: "Adam Lardieri" <ALardieri@edgemate.com>
Date: Wed, April 25, 2007 2:40 pm
To: "Madison Sanz Ltd" <msl644@northstate.net>

Joe,

Through today, I have credits totaling $23,398.34. The paperwork is done for those. We still have 609,000 SF of material that has not been looked at yet. The total amount of wood that has been brought in since we started doing these credits has a rejection rate of about 1.4%. It will probably take another month to look at everything so instead of dragging it out I am asking if we can take 1% of the addition 600,000 SF and consider it a $6,000 credit on its own. Anything that is credited in full all ready will be shipped back to you when we receive the credit. Please let me know if this is acceptable to you and I will be able to finish the process immediately.

Thanks,

Adam

EXHIBIT 6
WIT: A. Benjamin
DATE: 4-30-08
ASAP Court Reporting SCo

EDGEMATE

Purchase Order

Edgemate, Inc.
Roaring Spring Plant
333 E. Closson Road
Roaring Spring, PA. 16673 USA
Tel: 814-224-5137 Fax: 814-224-2534

Order Number	Order Date	Page
P002006	02-27-07	

Ordered From : Forcey Lumber Company, Inc.
2020 Shiloh Road
Woodland, PA 16881
USA

Ship To : Edgemate, Inc.
333 Closson Road
Roaring Spring, PA 16673
USA

All monetary values expressed in : US DOLLAR

Buyer	Terms	Acknowledge	F O B	Ship Via
ALARDIER	1.0%/10 days,Net 3		DESTINATION	MOST ECONOMICAL

Line No	Order Qty / Blanket Type	Our Item Number / Description / Comments	Your Item Number	Warehouse / Unit Price	Request Date / Unit Measure	Extended Price	Change / Cancel
001	50,000	1200074 RV EMD SPEC DOOR CHERRY F/C 1/42 7 FT.		0.1550	4/16/2007 SF	7,750.00	
002	80,000	1200049 RV EMD SPEC 15 DOOR MAPLE F/C 1/42 7 FT. SPECIAL EDGEMATE GRADE DOOR		0.1350	4/16/2007 SF	10,800.00	
003	50,000	1200047 RV EMD SPEC DOOR OAK RED F/C 1/42 7 FT. SPECIAL EDGEMATE GRADE DOOR COMBINATION OF QTRS AND HEARTWOOD.		0.1100	4/16/2007 SF	5,500.00	
004	28,000	1200220 RV ABP SPEC 10 WHT OAK RIFT 1/42 8 FT AB GRADE PANEL		0.2200	4/16/2007 SF	6,160.00	
005	40,000	1200219 RV ABP SPEC 10 WHT OAK 1/42 8 FT. AB GRADE PANEL		0.1400	4/16/2007 SF	5,600.00	

ATTN: TERRY
FAX: 814-857-7298

PO P002006 TOTAL IN US DOLLARS **35,810.00**

EXHIBIT 7
WIT: H. Benjamin
DATE: 4-30-08
ASAP Court Reporting SCR

THIS SHIPPING ORDER must be legibly filled in, in ink, in indelible pencil, or in Carbon, and retained by the Agent.

RECEIVE, subject to the classifications and tariffs, in effect on the date of issue of this Shipping Order.

(Name of Carrier) Carrier's No.

From ATLANTIC VENEER CORPORATION

BEAUFORT NC 28516 USA

4/16/07 Pur. Order No.

Shipper's No. 41919

The property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated below, which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its route, otherwise to deliver to another carrier on the route to said destination. It is agreed, as to each carrier of all or any of said property over all or any portion of said route or delivery, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Straight Bill of Lading set forth (1) in Uniform Freight Classification in effect on the date hereof, if this is a rail or a rail-water shipment, or (2) in the applicable motor carrier classification or tariff if this is a motor carrier shipment. Shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of lading, including those on the back thereof, set forth in the classification or tariff which governs the transportation of this shipment, and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

Consigned to Edgenate

Destination Rainy Springs, Pa. State 16673 County

(MAIL OR STREET ADDRESS OF CONSIGNEE – FOR PURPOSES OF NOTIFICATION ONLY)

Route Delivery Address * 333 Clover Rd

(TO BE FILLED IN ONLY WHEN SHIPPER DESIRES AND DIVERTING OR REDELIVERY PRIVILEGE IS AVAILABLE)

Delivering Carrier Car or Vehicle Initials PA 814 Car No. 224-5975

NO. PACKAGES	KIND OF PACKAGE, DESCRIPTION OF ARTICLES, SPECIAL MARKS, AND EXCEPTIONS	*WEIGHT (SUBJECT TO CORRECTION)	CLASS OR RATE	CHECK COLUMN
8	Pallets of Veneer	20,008		
	Picked up by Company Truck			

Subject to Section 7 of Conditions of applicable bill of lading, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement. The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

(Signature of Consignor)

If charges are to be prepaid, write or stamp here, "To be Prepaid."

Received $ to apply in prepayment of the charges on the property described hereon.

Agent or Cashier

Per (The signature here acknowledges only the amount prepaid.)

Charges Advanced: $

C.O.D. SHIPMENT

C. O. D. Amt.

Collection Fee

Total Charges

*If the shipper does not intend that the value of the property shall be limited, he must write or stamp on the face of this bill of lading the words "Value not limited." Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property. The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding

per Wayne

The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

ATLANTIC VENEER CORPORATION
BOX 660
AUFORT NC 28516 USA
(Permanent post-office address of shipper)

Shipper Per Eleanor Owen

Agent

Agent must detach and retain this Shipping Order and must sign the Original Bill of Lading.

EXHIBIT 8
WIT: H. Benjamin
DATE: 4-30-08
ASAP Court Reporting

333 Closson Road, Roaring Spring, PA 16673 Fax: 814-224-2534
E-mail: www.alardieri@edgemate.com Phone: 814-224-5717

Edgemate, Inc.

Fax

To:	Brant	**From:**	Adam Lardieri
Fax:	814-857-7298	**Pages:**	
Phone:		**Date:**	
Re:		**CC:**	

☐ **Urgent** ☐ **For Review** ☐ **Please Comment** ☐ **Please Reply** ☐ **Please Recycle**

*** Comments:**

Brant,

The sheets with the V.R. heading are the credits that Joe has all ready agreed to pay for. The Edgemate sheets are the credits that have accumulated after Joe stopped sending confirmation of our credits. This is up to date as of the end of last week.

8916.42

Approved

EXHIBIT 9
WIT: H. Benjamin
DATE: 4-30-08
ASAP Court Reporting SCe

2,595•68 +
1,885•94 +
475•16 +
1,456•02 +
142•72 +
149•76 +
1,195•04 +
603•92 +
199•08 +
4,264•80 +
1,022•90 +
475•16 +
1,852•16 +
728•50 +
1,103•32 +
151•04 +
312•50 +
017.....
18,613•70 *

Edgemate, Inc.
333 E. Closson Road
Roaring Spring, PA. 16673
814.224.5747 fax 814.224.2314

Debit Memo No. 4/10/07

Debit Memo

Supplier

Name	Veneer Resources - Joe Parsons
Address	14 - B North Robbins Street
City	Thomasville State NC ZIP 27360
Phone	336-476-3866 Fax 336-472-0239

Date	4/10/2007
Order No.	
Invoice No.	
Invoice dated	

Qty	Description	Unit Price	TOTAL
14,458	Hickory 10 Spec 8' AB Panels Vendor Pallet #310410 Edgemate Pallet #01897	$0.160	$2,313.28
2824	Cherry 10 Spec 8' AB Panels Vendor Pallet #310558 Edgemate Pallet #01898	$0.10	$282.40

Pallet # 310558

SubTotal	$2,595.68
Other credits	$0.00
Currency	US Dollars
TOTAL CREDIT	$2,595.68

Comments:

"Expect the Best"

Veneer Resources Group LLC.

Veneer Resources Group LLC.
P O Box 1736
Jamestown, NC 27282

(336) 884-3982

Credit Memo

DATE	CREDIT #
03/21/2007	581 credit

Sto Adam- FYI

RECEIVED MAR 2 2 2007

CREDIT TO	SHIP TO
Edgemate, Inc PO Box 72 Roaring Springs, PA 16673	Edgemate, Inc 333 Closson Rd Roaring Springs, PA 16673

Ref Inv.#
541

Service	Description	Amount	Rate	Total
Cherry:Spec 10	• 310559	9926	0.19	1,885.94
			TOTAL CREDIT	$1,885.94

17512

CHECKED BY: DUE DATE: Credit
APPROVAL: TM
VOUCHER NUMBER: V0 3022 AMOUNT: 1885.94

2012. 102-00

Veneer Resources Group LLC.

Veneer Resources Group LLC.
P O Box 1736
Jamestown, NC 27282

(336) ~~884-3982~~

3/23 Adam pyt

RECEIVED MAR 2 3 2007

Credit Memo

DATE	CREDIT #
03/22/2007	589 cng def

CREDIT TO	SHIP TO
Edgemate, Inc PO Box 72 Roaring Springs, PA 16673	Edgemate, Inc 333 Closson Rd Roaring Springs, PA 16673

Ref Inv.#
540

Service	Description	Amount	Rate	Total
Poplar:Spec 15	• 289644	3394	0.14	475.16

17512

CHECKED BY	DUE DATE
	credit
	APPROVAL / TAX
VOUCHER NUMBER: V013053	AMOUNT: 475.16

2012.102.00

TOTAL CREDIT	$475.16

FAXED

Edgemate, Inc.
333 E. Closson Road
Roaring Spring, PA. 16673
814.224.5747 fax 814.224.2314

Debit Memo No. 4/9/07

Debit Memo

Supplier

Name	Veneer Resources - Joe Parsons
Address	14 - B North Robbins Street
City	Thomasville State NC ZIP 27360
Phone	336-476-3866 Fax 336-472-0239

Date	4/9/2007
Order No.	
Invoice No.	
Invoice dated	

Qty	Description	Unit Price	TOTAL
2,053	Hickory 15 Spec Door Length Vendor Pallet #7022102 Edgemate Pallet #01767	$0.140	$287.42
7264	Walnut 10 Spec 8' AB Panels Vendor Pallet #310687 Edgemate Palelt #01796	$0.10	$726.40
6803	Maple 15 Spec Door Length Vendor Pallet #310404 Edgemate Pallet #01790	$0.065	$442.20

SubTotal	$1,456.02
Other credits	$0.00
Currency	US Dollars
TOTAL CREDIT	$1,456.02

Comments:

"Expect the Best"

Edgemate, Inc.
333 E. Closson Road
Roaring Spring, PA. 16673
814.224.5747 fax 814.224.2314

Debit Memo No. 4/2/07

Debit Memo

Supplier

Name: Veneer Resources - Joe Parsons
Address: 14 - B North Robbins Street
City: Thomasville State: NC ZIP: 27360
Phone: 336-476-3866 Fax: 336-472-0239

Date: 4/2/2007
Order No.:
Invoice No.:
Invoice dated:

Qty	Description	Unit Price	TOTAL
3,811	Poplar 15 Spec Door Length Vendor Pallet #289650 Edgemate Pallet #01746 Purple lines, large dark lines and holes	$0.140	533.54

SubTotal	$0.00
Other credits	
Currency	US Dollars
TOTAL CREDIT	$0.00

Comments:

"Expect the Best"

333 Closson Road, Roaring Spring, PA 16673 Fax: 814-224-2534
E-mail: www.alardieri@edgemate.com Phone: 814-224-5717

Edgemate, Inc.

Fax

To:	Brant	**From:**	Adam Lardieri
Fax:	814-857-7298	**Pages:**	
Phone:		**Date:**	
Re:		**CC:**	

☐ **Urgent** ☐ **For Review** ☐ **Please Comment** ☐ **Please Reply** ☐ **Please Recycle**

• **Comments:**

Brant,

The sheets with the V.R. heading are the credits that Joe has all ready agreed to pay for. The Edgemate sheets are the credits that have accumulated after Joe stopped sending confirmation of our credits. This is up to date as of the end of last week.

8916.42

Approved.

Veneer Resources Group LLC.

Veneer Resources Group LLC.
P O Box 1736
Jamestown, NC 27282

(336) 884-3982

RECEIVED FEB 2 7 2007

Credit Memo

DATE	CREDIT #
02/27/2007	562 credit

CREDIT TO	SHIP TO
Edgemate, Inc PO Box 72 Roaring Springs, PA 16673	Edgemate, Inc 333 Closson Rd Roaring Springs, PA 16673

Ref Invoice #
526

Service	Description	Amount	Rate	Total
Red Oak:Spec 1	• 310416	3568	0.04	142.72

PO# 186

2/27
ADAM,
FYI

17512

CHECKED BY: [illegible]
DUE DATE: Credit
APPROVAL:
TAX: N
VOUCHER NUMBER: V012418
AMOUNT: <142.72>

2012.10200

3568 ft

TOTAL CREDIT $142.72

RECEIVED MAR 0 2 2007

Veneer Resources Group LLC.

Veneer Resources Group LLC.
P O Box 1736
Jamestown, NC 27282

(336) 884-3982

Credit Memo

DATE	CREDIT #
03/02/2007	565

CREDIT TO	SHIP TO
Edgemate, Inc PO Box 72 Roaring Springs, PA 16673	Edgemate, Inc 333 Closson Rd Roaring Springs, PA 16673

Ref Invoice #
526

Service	Description	Amount	Rate	Total
Red Oak:Spec 1	• 310420	3744	0.04	149.76

17512

CHECKED BY	DUE DATE
	credit
	APPROVAL / TAX
VOUCHER NUMBER: V012549	AMOUNT: 149.76

2012 102.00

TOTAL CREDIT	$149.76

Veneer Resources Group LLC.

Veneer Resources Group LLC.
P O Box 1736
Jamestown, NC 27282

(336) 884-3982

Credit Memo

DATE	CREDIT #
03/02/2007	564

3/2 Atlantic pyf.

RECEIVED MAR 0 2 2007

CREDIT TO	SHIP TO
Edgemate, Inc PO Box 72 Roaring Springs, PA 16673	Edgemate, Inc 333 Closson Rd Roaring Springs, PA 16673

Ref Invoice #
525

Service	Description	Amount	Rate	Total
Hickory:Spec 10	310408	7469	0.16	1,195.04

3/20 EH

17512

CHECKED BY | ISSUE DATE: credit
APPROVAL | TAX: NO
VENDOR NUMBER: N01259 | AMOUNT: K1195.04

2012.102.00

TOTAL CREDIT	$1,195.04

Veneer Resources Group LLC.

Veneer Resources Group LLC.
P O Box 1736
Jamestown, NC 27282
(336) 884-3982

Credit Memo

DATE	CREDIT #
03/05/2007	567 credit

RECEIVED MAR 6 6 2007

CREDIT TO	SHIP TO
Edgemate, Inc PO Box 72 Roaring Springs, PA 16673	Edgemate, Inc 333 Closson Rd Roaring Springs, PA 16673

PO #
Ref # 526

Service	Description	Amount	Rate	Total
Cherry:Spec 15	- 310407	9291	0.065	603.92

17512

CHECKED BY	DUE DATE
	credit
	APPROVAL / TAX
VOUCHER NUMBER: V012606	AMOUNT: 603.92

2012 . 102 00

2/20 EH

TOTAL CREDIT $603.92

Veneer Resources Group LLC.

Veneer Resources Group LLC.
P O Box 1736
Jamestown, NC 27282

(336) 884-3982

Credit Memo

DATE	CREDIT #
03/05/2007	568 credit

RECEIVED MAR 0 6 2007

3/6 Alam - P&I

CREDIT TO	SHIP TO
Edgemate, Inc PO Box 72 Roaring Springs, PA 16673	Edgemate, Inc 333 Closson Rd Roaring Springs, PA 16673

PO #
Ref # 525

Service	Description	Amount	Rate	Total
Red Oak:Spec 15	• 310408	4977	0.04	199.08

17572

CHECKED BY
EDIT DATE
credit
APPROVAL
VOUCHER NUMBER
V012607
AMOUNT
199.08

2012. 102.00

3/20 X H

TOTAL CREDIT $199.08

Veneer Resources Group LLC.

Veneer Resources Group LLC.
P O Box 1736
Jamestown, NC 27282

(336) 884-3982

3/9
Adam
FYI

RECEIVED MAR 0 9 2007

Credit Memo

DATE	CREDIT #
03/08/2007	572 credit

CREDIT TO	SHIP TO
Edgemate, Inc PO Box 72 Roaring Springs, PA 16673	Edgemate, Inc 333 Closson Rd Roaring Springs, PA 16673

Ref Inv.#
536

Service	Description	Amount	Rate	Total
Maple:Spec 10	• 306961	26655	0.16	4,264.80

17512

CHECKED BY	DUE DATE
clm	credit
	APPROVAL / TAX
VOUCHER NUMBER: V012700	AMOUNT: 4264.80

2012. 102 00

3/20=H

TOTAL CREDIT	$4,264.80

FAXED 4-6-07

Edgemate, Inc.
333 E. Closson Road
Roaring Spring, PA. 16673
814.224.5747 fax 814.224.2314

Debit Memo No. **3/22/07**

Debit Memo

Supplier

Name	Veneer Resources - Joe Parsons
Address	14 - B North Robbins Street
City	Thomasville State NC ZIP 27360
Phone	336-476-3866 Fax 336-472-0239

Date	3/22/2007
Order No.	
Invoice No.	
Invoice dated	

Qty	Description	Unit Price	TOTAL
10,229	Cherry 15 Spec Door Length	$0.100	$1,022.90
	Vendor Pallet #310405		
	Edgemate Pallet #01734		
	Black marks, sugar		

SubTotal	$1,022.90
Other credits	$0.00
Currency	US Dollars
TOTAL CREDIT	$1,022.90

Comments:

"Expect the Best"

Edgemate, Inc.
333 E. Closson Road
Roaring Spring, PA. 16673
814.224.5747 fax 814.224.2314

Debit Memo No. 5/22/07

Debit Memo

Supplier

Name	Veneer Resources - Joe Parsons
Address	14 - B North Robbins Street
City	Thomasville State NC ZIP 27360
Phone	336-476-3866 Fax 336-472-0239

Date	3/22/2007
Order No.	
Invoice No.	
Invoice dated	

Qty	Description	Unit Price	TOTAL
3,394	Poplar 15 Spec Door Length	$0.140	$475.16
	Vendor Pallet #289644		
	Edgemate Pallet #01723		
	Black marks		

SubTotal	$475.16
Other credits	$0.00
Currency	US Dollars
TOTAL CREDIT	$475.16

Comments:
Cannot use for edging

"Expect the Best"

Edgemate, Inc.

INVOICE

333 Closson Road
Roaring Spring, PA 16673 814-224-5717

SOLD TO:
Joe Parsons
Madison Sanz/Veneer Resources

SHIPPED TO:
Same As Above

INVOICE NUMBER	32207
INVOICE DATE	03/22/07
OUR ORDER NUMBER	
YOUR ORDER NUMBER	
TERMS	
SALES REP	
SHIPPED VIA	
F.O.B.	
PREPAID or COLLECT	

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
25 hours	Time spent by Karla Keagy to repackage rejected/ unacceptable wood - 1 hr/day for 5 wks. - To be credited against Veneer Resources invoices.	12.500	312.50
		BALANCE DUE	312.50
		TAX	
		FREIGHT	
			$312.50 PAY THIS AMOUNT

Questions concerning this invoice?
Call: Suzanne McNally
814-224-5717

MAKE ALL CHECKS PAYABLE TO:

EDGEMATE, INC.

THANK YOU FOR YOUR BUSINESS!

17572

CHECKED BY	DUE DATE
	credit
	APPROVAL / TAX
VOUCHER NUMBER	AMOUNT
V0134311	<312.50>

2012.102.00

Edgemate, Inc.
333 E. Closson Road
Roaring Spring, PA. 16673
814.224.5747 fax 814.224.2314

Debit Memo No. 4/2/07

Debit Memo

Supplier

Name: Veneer Resources - Joe Parsons
Address: 14 - B North Robbins Street
City: Thomasville State: NC ZIP: 27360
Phone: 336-476-3866 Fax: 336-472-0239

Date: 4/2/2007
Order No.:
Invoice No.:
Invoice dated:

Qty	Description	Unit Price	TOTAL
11,576	Maple 10 Spec 8' AB Panel	$0.160	$1,852.16
	Vendor Pallet #310602		
	Edgemate Pallet #01738		

SubTotal	$1,852.16
Other credits	$0.00
Currency	US Dollars
TOTAL CREDIT	$1,852.16

Comments:

"Expect the Best"

FAXED

Edgemate, Inc.
333 E. Closson Road
Roaring Spring, PA. 16673
814.224.5747 fax 814.224.2314

Debit Memo No. **4/4/07**

Debit Memo

Supplier

Name	Madison Sanz - Joe Parsons
Address	14 - B North Robbins Street
City	Thomasville State NC ZIP 27360
Phone	336-476-3866 Fax 336-472-0239

Date	4/4/2007
Order No.	
Invoice No.	
Invoice dated	

Qty	Description	Unit Price	TOTAL
1693	Cherry 11 Spec 10' AB Panels Vendor Pallet #309620 Edgemate Pallet #01786 Narrow	$0.065	$110.05
3807	Cherry 15 Spec Door Length Vendor Pallet #284322 Edgemate Pallet #01792	$0.065	$247.46
2650	Hickory 15 Spec Door Length Vendor Pallet #310281 Edgemate Pallet #01787	$0.14	$371.00

SubTotal	$728.50
Other credits	$0.00
Currency	US Dollars
TOTAL CREDIT	$728.50

Comments:

"Expect the Best"

Edgemate, Inc.
333 E. Closson Road
Roaring Spring, PA. 16673
814.224.5747 fax 814.224.2314

Debit Memo No. 4/10/07

Debit Memo

Supplier

Name	Veneer Resources - Joe Parsons
Address	14 - B North Robbins Street
City	Thomasville State NC ZIP 27360
Phone	336-476-3866 Fax 336-472-0239

Date	4/10/2007
Order No.	
Invoice No.	
Invoice dated	

Qty	Description	Unit Price	TOTAL
15,912	Red Oak 10 Spec 8' AB Panels Vendor Pallet #205139 Edgemate Pallet #02315	$0.035	$556.92
5464	Cherry 10 Spec 8' AB Panels Vendor Pallet #310557 Edgemate Pallet #02354	$0.10	$546.40

SubTotal	$1,103.32
Other credits	$0.00
Currency	US Dollars
TOTAL CREDIT	$1,103.32

Comments:

"Expect the Best"

FAXED 4-10-07

Edgemate, Inc.
333 E. Closson Road
Roaring Spring, PA. 16673
814.224.5747 fax 814.224.2314

Debit Memo No. 4/10/07

Debit Memo

Supplier

Name	Madison Sanz - Joe Parsons
Address	14 - B North Robbins Street
City	Thomasville State NC ZIP 27360
Phone	336-476-3866 Fax 336-472-0239

Date	4/10/2007
Order No.	
Invoice No.	
Invoice dated	

Qty	Description	Unit Price	TOTAL
3776	Red Oak 15 Spec Door Length	$0.040	$151.04
	Vendor Pallet #284488		
	Edgemate Pallet #02308		

SubTotal	$151.04
Other credits	$0.00
Currency	US Dollars
TOTAL CREDIT	$151.04

Comments:

"Expect the Best"

Edgemate, Inc.
Credits Outstanding

8/29/2007

Date	Company	Inv/DM#	Amount
2/16/2007	Madison Sanz	2298	222.00
2/27/2007	Madison Sanz	2302	621.18
2/27/2007	Madison Sanz	2303	825.44
2/27/2007	Madison Sanz	2299	841.70
2/27/2007	Madison Sanz	2300	345.80
2/27/2007	Madison Sanz	2301	584.00
2/27/2007	Madison Sanz	2304	303.75
2/27/2007	Madison Sanz	2305	317.63
2/27/2007	Madison Sanz	2306	125.71
2/27/2007	Madison Sanz	2307	307.65
2/27/2007	Madison Sanz	2308	252.46
2/28/2007	Madison Sanz	2309	449.00
3/14/2007	Madison Sanz	2311	303.49
3/19/2007	Madison Sanz	2312	329.59
3/20/2007	Madison Sanz	2313	239.30
4/2/2007	Madison Sanz	2315	199.22
4/4/2007	Madison Sanz	4/4/2007	728.50
4/10/2007	Madison Sanz	4/10/2007	151.04
5/11/2007	Madison Sanz	5/11/2007	1,453.06
5/11/2007	Madison Sanz	5/11/2007	631.20
6/7/2007	Madison Sanz	6/7/2007-1	886.06
6/7/2007	Madison Sanz	6/7/2007-2	1,733.82
2/27/2007	Veneer Resources	562	142.72
3/2/2007	Veneer Resources	564	1,195.04
3/2/2007	Veneer Resources	565	149.76
3/5/2007	Veneer Resources	567	603.92
3/5/2007	Veneer Resources	568	199.08
3/8/2007	Veneer Resources	572	4,264.80
3/21/2007	Veneer Resources	581	1,885.94
3/22/2007	Veneer Resources	589	475.16
3/22/2007	Veneer Resources	3/22/2007	312.50
3/27/2007	Veneer Resources	3/27/2007	1,585.50
4/2/2007	Veneer Resources	4/2/2007-1	1,852.16
4/2/2007	Veneer Resources	4/2/2007-2	533.54
4/9/2007	Veneer Resources	4/9/2007	1,168.60
4/10/2007	Veneer Resources	4/10/2007	2,595.68
4/10/2007	Veneer Resources	4/10/2007	1,103.32
4/17/2007	Veneer Resources	4/17/2007	2,247.84
4/23/2007	Veneer Resources	4/23/2007	2,290.68
4/30/2007	Veneer Resources	4/30/2007	330.14
6/18/2007	Veneer Resources	6/18/2007	5,802.24
	GRAND TOTAL		40,590.22

EXHIBIT A

EXHIBIT 10
WIT: H. Benjamin
DATE: 4-30-08
ASAP Court Reporting SCe

A Yes, it does. It's actually, again, like you said, it's just people out in the plant that are pulling it off the truck. It does go into our purchasing and then we have to receive that purchase order, or whether it gets closed out or if it's a partial. But that's additional -- going to our materials manager and then he matches it up to the P.O. and then says, okay, well, there, we got it in and it goes into the, you know, the computer system.

Q Okay. So there is some paperwork in addition to the paperwork that goes out on the factory floor?

A Oh, yeah.

Q Correct?

A Yes.

Q Okay. Now you and I some time ago had an extensive discussion on the grading process, do you remember that?

A Yup. You came to the plant.

Q Right.

A Probably about a year ago, roughly.

Q Yeah, it's been awhile.

A It was cold out, I know that. Probably in January, I think, of last year.

MR. NADDEO: Let's go off record.

(Discussion held off record.)

BY MR. NADDEO:

Q At any rate, we did discuss at some length what

Exhibit "C"

happens in the grading process?

A Correct.

Q And how you deal with veneer that is, I'll call substandard?

A Uh-huh.

Q Correct?

A Yes.

Q Okay. And let me just review that for the record to be sure if my understanding is correct. When the veneer comes in, you do have graders who work for Edgemate?

A Yes.

Q The graders determine whether the veneer meets Edgemate's specifications?

A Yes.

Q And if the material does not meet Edgemate's specifications, the next problem is to dispose of it in some way, you've got to do something with it?

A Yes.

Q And "dispose" may be a harsh term.

A Well, yes.

Q You have to do something. And it's my recollection that you notify the supplier and give the supplier an opportunity to retrieve the material that does not meet specifications?

A Yes.

Q Is that right?
A Uh-huh.
Q Okay. And if the buyer does not retrieve the material at some point it is destroyed?
A Yes.
Q Okay. I think your term was, "we put it in the chipper?"
A Yeah, the grinder.
Q Grinder, chipper?
A Chipper, grinder, it is destroyed, yes.
Q Whether it's a chipper or grinder isn't going to drive the end result of this case. If you want to call it a grinder, I'll call it a grinder.
A Okay.
Q Now, do you keep any records at that point of how much the total pallet did not meet specifications?
A Yes.
Q What type of record do you keep?
A We have a -- and this is for everything, it doesn't have to -- this is our yields, where we get our yields from. We watch every -- when we open that pallet up and it's been scheduled, okay, to run for whatever product we're going to make or whatever species of wood because -- remember, I said when it comes in the door we have every pallet marked out in the plant. And when we pull that pallet -- our people are

told what pallets to pull and to start from a grading standpoint. We have a work order. We have several work orders at different parts of the plant that go through until that's a finished product, okay? Well, that work order -- you know, say, again, we use that poplar as an example has 39,000 square feet on it, that's another place where we get to at that point in time to really check and see, well, did our supplier give us close to that 39,000 because it's all measured when it goes through, okay, when they're grading. But that work order goes through, they know that pallet has 39,000 square feet in it. And then from there they do each book, okay? A book is a -- you saw those?

Q Yes. Go ahead, explain.

A What the book was, it was a dimensional size with so many leafs in it. Now, like I said, there might be 150 books on that whole log. But when the book -- each book is -- has a dimension on it, width and length and total square footage on it. Well, again, if we're setting those aside, like what you're saying was scrap that we can't use, again, after that pallet's completely done, the work order's done up, well, 39,000, yeah, we did have, it looks like we had about 39,000 square feet in the pallet. 10,000 square feet got set aside, the other 29,000 square feet is going to continue running through the system, that meets our specs.

Q Okay. Now, how do you know whose veneer it is?

A Because it's marked on the pallet.

Q Okay.

A Along with that when we -- when I told you, like I said, when it comes in the door we would have, you know, Veneer Resources, this is poplar, it's for paneled grade veneers 'cause we do edging as well. There's different dimensions between the two and we say what species of wood it is so it's -- it's an array of information that we keep.

Q Okay. Which is attached to each book in the pallet or just the pallet in general?

A No, just the pallet in general.

Q Okay.

A But the pallets -- well, probably not all of them, but I'd say just about every supplier too. I can walk right out in the plant and look at everybody's pallet and say, hey, that's from so and so. I mean, they're well marked too on their own before we even -- we do it, more or less for internal, like it's our inventory.

Q All right.

A You know, our raw inventory is what we're mainly -- we're looking at the numbers.

Q And this process, it sounds to me, and you don't have to agree with this, it's important for a couple of reasons; one, is to keep track of the yield, right?

A Yes.

Q Okay. So I've got 39,000 square feet of poplar, I have to keep track of my yield and that requires me to know how much of it was useable, right?

A Yes.

Q So it's necessary, you do this for that reason?

A For that reason, yes.

Q Okay. Let's make it a round figure. I got 40,000 square feet --

A Okay.

Q -- 5,000 is reject so I know that my yield from this particular pallet is going to be 35,000 square feet which can produce X amount of product?

A At that point in time. It still has to go through a lot more, there's a lot more process that -- where I'm going to have a lot more waste.

Q Well, I understand that.

A But at that point in time just my yield -- my yield off my -- from the raw material off the log at that point, yes, I'll get a yield.

Q Okay.

A And it is, I'll just for the record, it's a lot worse than five percent. I wish it was, but --

Q All right. The other thing that you would -- reason you would have to do that is so you would know what supplier gets docked for the material that is out of spec?

A Correct.

Q Right?

A Yes.

Q And some kind of record is kept of that also?

A Yes, it's on the work order.

Q All right. After you generate the work order, okay, which has the information we've discussed, where does the work order go?

A Okay. At that point, when that work order is done before another one starts in the process, it will -- the supervisor takes and does all the tallying of the information and it's brought into our office and given to the schedular.

Q Okay. At any point is it given to somebody in the office?

A Yeah, me.

Q You?

A Under a certain circumstance. If it falls -- if it falls below a certain percentage yield. In other words, we have thresholds. If it's bad, I get it first and I've got to sign off on it. Plus, then I'm out in the plant seeing why it was -- why it became bad. So I could -- I could actually see it and look at it first.

Q Again, I'm still trying to track that work order. I mean, I got that work order and it says so much of it is below specs. Who do you give that to, does somebody keep that

record of the work order?

A Yeah. It's a printed up page out of a -- that comes out of the computer. You know, they're actually -- I mean, it's all done in the computer, but then we print the copy off. It goes right out on the floor. There's a supervisor in that department, in the grading, and that supervisor has all those work orders. And in this case it's a woman right now, okay, and she has those. Like we schedule -- it's from the schedule. We're scheduling our plant, we're scheduled five and six weeks out, okay? So she knows coming up on a certain week, she might have 20 work orders to work off of and it's in no -- it's in no particular order. She just knows that she's got to get those 20 work orders run this week, okay?

Q Okay.

A But when she -- she's the one, she can go in and she prints her own work orders up. She can actually print them up. She just goes in and looks, like towards the end of the week and says, oh, okay, I've got to print -- do these all next week.

Q Okay. Let me see. If I had my hands on one of those work orders --

A Okay.

Q -- would it tell me, number one, who generated the veneer, which supplier?

A No, not at that point.

Q Okay.
A It's not -- the only thing, what you're getting at, it tells her on there what pallet to go pull, okay?
Q It would be a pallet number?
A Yeah, and it has a pallet number on it. Then you go back and she pulls that pallet number. Now, when she pulls that pallet, then she could say it's so and so's wood.
Q But is that noted on the work order?
A Uh-uh.
Q Okay. So except for the number --
A No.
Q Except for the number we don't know who generated the veneer?
A Or you mean who the vendor was --
Q Yeah.
A -- that we bought it from?
Q Yeah.
A No.
Q So that vendor pallet number 259 is Joe Parsons?
A Don't know that at that point.
Q Okay.
A On the work order, no.
Q Does it ever get put on the work order?
A No, sir.
Q How do you know who to back charge for the part that

was below spec, how do you keep track of that?

A Yeah. Because when they bring the work order in, that pallet, remember, I told you has a card on it that tells everybody. That card comes in with the pallet and says whose wood it is that we've put on the pallet. Plus, another thing, too, my schedular has an Excel spreadsheet because it's not in the BM system that we run off of. And that Excel spreadsheet goes down and has every pallet number so that poplar, 39,000 square feet, and it tells who the vendor is that we got the wood from.

Q So ultimately some kind of spreadsheet is generated?

A Well, no, not gen-- just one, we only use one --

Q Okay.

A -- and that's the schedular.

Q Okay.

A That helps him keep his inventory is what it's doing. You know, like when we have X amount of wood to run for a product and then if we're getting low, he helps the materials manager say, hey, I'm getting low on X amount of wood here, poplar, panel grade, you need to -- do you have any, you know.

Q I want to talk about the spreadsheet a minute, okay?

A Uh-huh.

Q Somebody transitions the information concerning the raw material onto a spreadsheet?

A Yes.
Q That spreadsheet will identify the supplier, right?
A Uh-huh.
Q The pallet number?
A (Witness nods head).
Q What was supposed to be there?
A Yes.
Q And what was actually there, including -- less any rejects?
A Yes.
Q Now, where do those spreadsheets go?
A Well, wait, what did you say about rejects? It doesn't say anything about rejects. The Excel spreadsheet is raw material that comes in the door, I get X amount in the door, okay?
Q Okay.
A We use Veneer Resources, Joe sends in six pallets. I number them, all six pallets. Each pallet for easeability has 40,000 square feet on it. On that Excel spreadsheet there's six pallets then numbered on there with a number that has 40,000 square feet each, okay? But at that point all I know is that I have 40,000 square feet, we haven't went through the pallets yet to determine if there's anything credited or bad material at that point.
Q So you do that sometime afterwards?

A Yes.

Q Once you determine that, do you then connect the reject, the material to a specific number or supplier?

A To a supplier.

Q How do you do that?

A When the supervisor's out there, okay, we actually have, when we're grading, to understand the grading, I don't know if you remember the grading tables they had. They had the material off -- after the grading station of the so-called good material, if there's any bad material, there's a table setting off to the side.

Q What record is generated between the good and bad material?

A On the work order. On the work order is what tells me. Now, again, let's use 40,000 square feet, ten of it is bad. So I'll end up after that whole pallet is used, there will be a table to the side that has 10,000 square feet on it. Now, when that -- so that pallet's completely done, the work order is done, it comes into the office with the tag number off the pallet that tells who the vendor was, who the supplier was. They bring that in and then it has all the numbers, hey, we got 30,000 good, 10,000 bad. And then also that's where it's given to -- the materials manager looks at it and also my schedular who does the Excel spreadsheet 'cause he now wants to deduct that pallet off of his inventory, so instead of

having six pallets now, he only has five, okay?

Q Right.

A But the materials manager -- I'm also now, again, if it fell under that threshold, I'm looking at it and going, geez, what the heck happened. Well, this is the problem. And then I give it to the materials manager because he's going to look at it and say, well, geez, there it fell under, look at how much waste we have. I call the -- whatever supplier it is, call him up and say, hey, you need to come in and look, we had a lot of waste here. You know, obviously, we're looking for a credit --

Q Okay.

A -- or it goes to the chipper. They tell us what to do with it.

Q All right. I want to talk about that, but before I get there I still want to know what happens to that record that we generate to keep track of the inventory and how much of the pallet was useable and how much was not useable?

A That record is on the work order.

Q Okay. And that work order ultimately goes to the office?

A Yes.

Q And you think that the information from that work order is then somehow placed on the computer, if you know. I don't know, I'm asking.

WE025097/RE

Part ID	Part Description	Qty	U O M
4601022	MR FLEECE EDGE AUTO SEB CHERRY	930	

Release	WantDate	Start Date	Finish Date
4/21/2008	4/25/2008		

JOE PARSONS MATERIAL

Misc Ref.:

Seq#	Shop Resources	Type	Start Qty	End Qty	Setup Hrs	Run Hrs	Start Date	Finish Date
10	RFJ01 FINGER JOINTER #1		1,033.33 Auto Reporting	930.00	0.00	1.71		

FJC 4/9/08

OPER. TIME 2HRS QTY/COMP 1457 OPER. TIME _____ QTY/COMP _____
0.00

Part ID/Sub ID	Piece #	Date Reqd	Stock UOM	Qty Reqd		Qty Due	Issue
1250109 CLIP SEB(40) CHERRY	10	4/21/2008	SF	1,033.333	0.0000	1,033.333	
1103020 FLEECE IMPRG 30G ZIZL TAPE 42 MM							

Seq#	Shop Resources	Type	Start Qty	End Qty	Setup Hrs	Run Hrs	Start Date	Finish Date
20	RLAMF1 FLEECE LAMINATOR MACHINE (NEW)		930.00 Auto Reporting	930.00	0.00	0.68		

OPER. TIME _____ QTY/COMP _____ OPER. TIME _____ QTY/COMP _____
0.00

Part ID/Sub ID	Piece #	Date Reqd	Stock UOM	Qty Reqd		Qty Due	Issue
1110500 **FLEECE COATED 23 GRAM OAK SLIT**	10	4/21/2008	SF	1,031.928	0.0000	1,031.928 Auto Issue	
1150000 **ADH MFG LAMINATION TYPE 2** Jowat 104.59 2000 LB TOTE	20	4/21/2008	LB	16.210	0.0000	16.210 Auto Issue	

Seq#	Shop Resources	Type	Start Qty	End Qty	Setup Hrs	Run Hrs	Start Date	Finish Date
30	RCVRSAND1 CVR SANDER 1		930.00 Auto Reporting	930.00	0.00	0.73		

OPER. TIME _____ QTY/COMP _____ OPER. TIME _____ QTY/COMP _____
.00

Exhibit "D"

0.0000 _____

2:00p- 3/29/08

Flitch Measurements For Madison

W./O.#: WF024428/KC

Specie: Red Oak

Madison Pallet # 310627

Edgemate Pallet # 2379

65%

Flitch Grader: Rhonda

Start Date:

Finish Date:

Veneer Being Used 21816 sq ft.

Rejects

Edgemate Inc.
Work Order Material Pick List

3/31/2008 12:14 PM
Page

WORK ORDER ID: WE024432/RC

Work Order ID / Part ID	Release / Part Description	Want Date	Start Date	Finish Date	Qty	Drawing ID/Rev
WE024432/RC		**3/31/2008**	**4/4/2008**		**1,600.00**	
1250109 - CLIP SEB(40) CHERRY						
JOE PARSONS MATERIAL						
PALLET# 310558						
EDGEMATE # 1898						

Part ID	Sub ID Seq#	Piece#	Date Reqd	Unit Of Measure	Qty Reqd	Qty Due	Issue
1200009	0	1010	3/31/2008	SF	2,807.02	2,807.02	2824
RV SEB SPEC 02 CHERRY F/C 1/42							

PICKED BY: _____ DATE: _____

Edgemate Inc.
Work Order Material Pick List

3/31/2008 12:14 PM
Page

WORK ORDER ID: WE024428/RC

Work Order ID / Part ID	Release / Part Description	WantDate	Start Date	Finish Date	Qty	Drawing ID/Rev
WE024428/RC		3/31/2008	4/4/2008		14,180.00	
1250118	CLIP SEB(40) OAK RED					

JOE PARSONS MATERIAL
PALLET# 310627
EDGEMATE# 2379

Part ID	Sub ID Seq#	Piece#	Date Reqd	Unit Of Measure	Qty Reqd	Qty Due	Issue
1200019	0	1010	3/31/2008	SF	21,815.38	21,815.38	21,816

RV SEB SPEC 02 RED OAK F/C 1/42

PICKED BY: _____ DATE: _____

Edgemate Inc.
Work Order Material Pick List

3/14/2008 11:27 AM
Page

WORK ORDER ID: WE023773/RC

Work Order ID / Part ID	Release	WantDate	Start Date	Finish Date	Qty	Drawing ID/Rev
	Part Description					
WE023773/RC		**3/17/2008**	**3/21/2008**		**4,420.00**	
1250114 - CLIP SEB(40) MAPLE						
7/8" YIELDS						
JOE PARSONS MATERIAL						
PALLET# 310404						
EDGEMATE PALLET# 1790						

Part ID	Sub ID Seq#	Piece#	Date Reqd	Unit Of Measure	Qty Reqd	Qty Due	Issue
1200015	0	1010	3/17/2008	SF	6,800.00	6,800.00	6803
RV SEB SPEC 02 MAPLE F/C 1/42							

PICKED BY: _____ DATE: _____

3/11/08
11:45 Am

Flitch Measurements For Madison

W.I.O.#: WE023773/RC

Specie: Maple

~~Edgemate~~ ~~Veneer Pallet #~~ 1790

~~Joe's #~~ ~~Edgemate Pallet #~~ 310404

Square Board: 6803 sqft

Flitch Grader: Karla, Jim, Tim, Carol, Terry

Start Date: _____

Finish Date: _____

Veneer Being Used

Rejects

VE023773/RC

Part ID	Part Description	Qty	UOM
50114	CLIP SEB(40) MAPLE	4,420	

Release	WantDate	Start Date	Finish Date
3/17/2008	3/21/2008		

8" YIELDS
)E PARSONS MATERIAL
ALLET# 310404
)GEMATE PALLET# 1790

c Ref.:

Seq#	Shop Resources	Type	Start Qty	End Qty	Setup Hrs	Run Hrs	Start Date	Finish Date
10	REDGEGRADE FLITCH GRADING DEPARTMENT		6,800.00 Auto Reporting	4,420.00	0.00	1.77		

OPER. TIME 2hrs QTY/COMP _____ OPER. TIME _____ QTY/COMP _____
0.00

Part ID/Sub ID	Piece #	Date Reqd	Stock UOM	Qty Reqd		Qty Due	Issue
1200015	10	3/17/2008	SF	6,800.000	0.0000	6,800.000	6803

RV SEB SPEC 02 MAPLE F/C 1/42

Seq#	Shop Resources	Type	Start Qty	End Qty	Setup Hrs	Run Hrs	Start Date	Finish Date
20	RVNRCLIP1 GUILOTINE CASATI (EDGING)		4,420.00 Auto Reporting	4,420.00	0.00	1.80	03/18/08	

OPER. TIME Tim + ADA 20min QTY/COMP 78 OPER. TIME Russ 3hrs QTY/COMP 411 cuts
0.00 500 6300
4hrs 0.0000

Seq#	Shop Resources	Type	Start Qty	End Qty	Setup Hrs	Run Hrs	Start Date	Finish Date
30	RVNRSPLICE1 LONGITUDINAL SPLICER #1		4,420.00 Auto Reporting	4,420.00	0.00	3.54		

OPER. TIME Mandee QTY/COMP 3806 OPER. TIME _____ QTY/COMP _____
0.00 3hr 13min
0.0000

4hrs 5725

Flitch Measurements For Madison

W.O.#:

Flitch Grader:

Specie: Cherry

Madison Pallet # 3105 38

Edgemate Pallet # 1898

2824 sq ft

Start Date: 3/26/08

Finish Date: 3/26/08

Veneer Being Used

13.92						
21.38						
9.07						
13.20						
12.85						
10.42						
8.35						
14.26						
7.79						
9.72						
6.72						
6.48						
10.40						
11.45						
12.77						
10.90						
11.14						
7.92						
10.56						
7.49						
7.44						
8.93						
11.63						
10.94						
6.60						

Rejects

Total Column:

Veneer		Rejects	
Shift Total	262.33	Shift Total	
Shift Total		Shift Total	
Shift Total		Shift Total	
Shift Total		Shift Total	
Total Meters:	262.33	*Total Meters:*	
Total Sq. Ft.:	2823.7	Total Sq. Ft.:	

Total Column:

262.33

(2824)

Comments:

Flitch Measurements For Madison

P.O. #:

Specie: Red Oak

Madison Pallet # 310627

Edgemate Pallet # 2379

Flitch Grader: Rhonda

Start Date:

Finish Date:

Veneer Being Used

21816 sq ft.

					Rejects
14.59	12.90	15.10	11.86	14.84	
17.14		15.10	13.10	5.54	
9.07	17.02	10.56	14.11	15.12	
4.54	6.76	13.44	13.10	3.64	
10.37	15.81	11.65	12.90	6.12	
15.23	17.82	14.59	12.37		
12.90	10.12	14.59	17.84	1.78	
7.78	14.11	18.88	9.65	13.82	
6.94	11.31	16.96	6.94	11.33	
7.26	14.88	5.66	15.55	7.63	
5.93	11.09	19.20	7.90	15.87	
14.34	16.13	3.91	8.25	18.85	
14.88	14.16		12.06	14.34	
5.86	12.29	6.31	11.02		
14.34	17.14	21.12	17.36		
29.57	14.96	16.56	16.09		
14.08	7.56	13.20	17.86		
12.85	12.65	12.24	17.86		
7.11	17.66	12.48	9.15		
23.78	21.40	13.57	17.86		
7.41	10.18	14.11			
16.36	14.64	14.88			
13.12	13.39	10.49			
11.23	12.85	11.14			
13.89	11.65	11.23			
14.69	10.86	18.85			
Total Column:					

Total Column: 51636

Veneer		Rejects	
Shift Total	23178	Shift Total	
Shift Total	495.92	Shift Total	
Shift Total	54736	Shift Total	
Shift Total		Shift Total	
Total Meters:	1274.86	Total Meters:	
Total Sq. Ft.:	13,718	Total Sq. Ft.:	

Comments:

13,122 Sq ft

Flitch Measurements For Madison

P.O. # :

Specie: Red Oak

~~Vender~~ Pallet # 310627

Madison
Edgemate Pallet # 2379

7/8 yields
Fleece
21,816 ft²

Flitch Grader: Brett

Start Date: 3/31/08

Finish Date:

Veneer Being Used

16.70	9.86					
15.12	5.46					
13.89	15.36					
16.72	13.31					
11.42	7.49					
18.14	11.90					
10.38	7.49					
16.31	14.34					
15.12	13.87					
14.64	13.60					
10.82	20.16					
5.97	14.08					
12.10	13.82					
11.71	10.82					
9.07	12.72					
5.55	19.20					
3.80	17.63					
12.72	12.74					
11.83	9.98					
11.36	12.99					
7.44	13.57					
12.85	15.26					
14.16	20.16					
9.07	13.92					
14.98	17.14					
15.62	10.82					
13.92	11.02					
11.34	751.94					
15.36						
10.75						
14.16						
8.74						
Total Column:						
351.94						

Rejects

MS

E024428/RC

Part ID	Part Description	Qty	UOM
1250118	CLIP SEB(40) OAK RED	14,180	

Release	WantDate	Start Date	Finish Date
3/31/2008	4/4/2008		

2

M.E. PARSONS MATERIAL
PATRIOT #310627
EDGEMATE# 2379

Seq	Shop Resources	Type	Start Qty	End Qty	Setup Hrs	Run Hrs	Start Date	Finish Date
10	REDGEGRADE		21,815.38	14,180.00	0.00	5.67		
	PUTCH GRADING DEPARTMENT	Auto Reporting						

Rhonda

Brett

OPER. TIME 5 hrs QTY/COMP 8,094 OPER. TIME 8 HRS QTY/COMP 13,722

Part ID/Sub ID	Piece #	Date Reqd	Stock UOM	Qty Reqd		Qty Due	Issue
1250019	10	3/31/2008	SF	21,815.385	0.0000	21,815.385	21,815.385

RV SEB SPEC 02 RED OAK F/C 1/42

Seq	Shop Resources	Type	Start Qty	End Qty	Setup Hrs	Run Hrs	Start Date	Finish Date
20	RVNRCLIP1		14,180.00	14,180.00	0.00	5.79		
	GUILOTINE CASATI (EDGING)	Auto Reporting						

4-1-08

OPER. TIME Jim 6.5 hrs QTY/COMP 426 Cuts OPER. TIME QTY/COMP

21,816 FT

HRS 0.0000

Seq	Shop Resources	Type	Start Qty	End Qty	Setup Hrs	Run Hrs	Start Date	Finish Date
30	RVNRSPLICE1		14,180.00	14,180.00	0.00	11.34		
	LONGITUDINAL SPLICER #1	Auto Reporting						

OPER. TIME Mandee QTY/COMP 2663 OPER. TIME Shannon QTY/COMP 8051

2HRS TOTAL HRS 7 HRS

5 1/2 hrs

0.0000

43566

14,558 Ft

13

Flitch Measurements For Madison

W.O. #: _____ Flitch Grader: [redacted]

Specie: Red Oak

Madison Pallet # 310627

Edgemate Pallet # 2379

Start Date: _____

Finish Date: _____

21816 sq ft.

Veneer Being Used

14.59	12.90	15.10	11.86	14.84
17.14	[illegible]	15.10	13.10	5.34
9.07	17.02	10.56	14.11	15.12
4.54	6.76	13.44	13.10	3.64
10.37	15.81	11.65	12.90	6.12
15.23	17.82 x	14.59	12.07	[illegible]
12.90	10.12	14.59	17.86	7.78
7.78	14.11	18.88	9.68	13.82
6.94	11.31	16.96	6.94	11.33
7.26	14.88	5.66	15.88	7.63
5.93	11.09	19.20	7.90	15.87
14.34	16.13	2.91	8.25	18.85
14.88	14.16	[illegible]	12.90	14.34
5.86	13.29	6.37	11.02	
14.34	17.14	21.12	17.86	
9.57	14.96	16.56	16.04	
4.08	7.56	13.20	17.86	
12.85	12.65	12.24	17.86	
7.41	17.66	12.48	9.15	
23.78	21.40	13.57	17.81	
1.41	10.18	14.11		
16.36	14.64	14.88		
15.12	13.39	10.49		
11.23	12.85	11.14		
15.89	11.65	11.23		
14.09	16.86	18.85		
Total Column:	[illegible]	[illegible]		

Total Column: 54636

Veneer		Rejects
Shift Total	23178	Shift Total
Shift Total	49592	Shift Total
Shift Total	54636	Shift Total
Shift Total		Shift Total
Total Meters:	12748	Total Meters:
Total Sq. Ft.:	13,722	Total Sq. Ft.:

Comments:

13,722 Sq Ft

Flitch Measurements For Madison

W. / O. # :

Specie: Red Oak

Veneer Pallet # 310627

Madison
Edgemate Pallet # 2379

7/8 yields
Fleece
21,816 ft²

Flitch Grader: Britt

Start Date: 3/31/08

Finish Date:

Veneer Being Used

16.70	9.86					
15.12	5.46					
13.89	15.36					
16.72	13.31					
11.42	7.49					
18.14	11.90					
10.38	7.49					
16.31	14.34					
15.12	13.87					
14.64	13.60					
10.82	20.16					
5.97	14.08					
12.10	13.82					
11.71	10.87					
9.07	12.72					
5.55	19.26					
3.82	17.63					
12.72	12.74					
11.83	9.98					
14.36	12.99					
7.44	13.57					
12.85	15.26					
14.16	20.16					
9.07	13.92					
14.98	17.14					
15.62	10.82					
13.92	11.02					
14.34	751.94					
16.36						
10.75						
14.16						
8.24						
Total Column:						
751.94						

Rejects

MS

3/31/2008 12:14 PM
Page 1

WE024428/RC

Part ID	Part Description	Qty	U O M
1250118	CLIP SEB(40) OAK RED	14,180	

Release	WantDate	Start Date	Finish Date
3/31/2008	4/4/2008		

JOE PARSONS MATERIAL
PALLET# 310627
EDGEMATE# 2379

Misc Ref.:

Seq#	Shop Resources	Type	Start Qty	End Qty	Setup Hrs	Run Hrs	Start Date	Finish Date
10	REDGEGRADE FLITCH GRADING DEPARTMENT		21,815.38 Auto Reporting	14,180.00	0.00	5.67		

3/31/08 Brett
OPER. TIME 5 hrs QTY/COMP 8,094
Rhonda
OPER. TIME 8 Hrs QTY/COMP 13,722
0.00
13 Hrs

Part ID/Sub ID	Piece #	Date Reqd	Stock UOM	Qty Reqd		Qty Due	Issue
1200019	10	3/31/2008	SF	21,815.385	0.0000	21,815.385	21,816

RV SEB SPEC 02 RED OAK F/C 1/42

Seq#	Shop Resources	Type	Start Qty	End Qty	Setup Hrs	Run Hrs	Start Date	Finish Date
20	RVNRCLIP1 GUILOTINE CASATI (EDGING)		14,180.00 Auto Reporting	14,180.00	0.00	5.79		

OPER. TIME Jim 6.5 hrs QTY/COMP [illegible] OPER. TIME _____ QTY/COMP _____
0.00
6½ Hrs
0.0000

Seq#	Shop Resources	Type	Start Qty	End Qty	Setup Hrs	Run Hrs	Start Date	Finish Date
30	RVNRSPLICE1 LONGITUDINAL SPLICER #1		14,180.00 Auto Reporting	14,180.00	0.00	11.34		

4½ Hrs
OPER. TIME Mandee QTY/COMP 2663 OPER. TIME Shannon QTY/COMP 8051
5½ hrs
0.00
0.0000

TOTAL HRS = 27 HRS

WG 43560

TOTAL
14,554 ft²

2-1

Flitch Measurements For Madison

W.O. #:

Specie: Red Oak

Madison Pallet # 310627

Edgemate Pallet # 2379

Flitch Grader:

Start Date:

Finish Date:

Veneer Being Used

21816 sq ft.

14.59	12.90	15.10	11.86	14.84
17.14	[illegible]	15.10	13.10	5.34
9.07	17.02	10.56	14.11	15.12
4.54	6.76	13.44	13.10	3.64
10.37	15.81	11.65	12.90	6.12
15.23	17.82	14.59	12.37	[illegible]
12.90	10.12	14.59	17.84	1.78
7.78	14.11	18.88	9.68	13.82
6.94	11.34	16.96	6.94	11.33
7.26	14.85	5.66	15.88	7.63
5.93	11.09	19.20	7.90	15.87
14.34	16.13	2.91	8.25	18.85
14.88	14.16	[illegible]	12.26	14.34
5.86	13.29	6.37	11.02	
14.34	11.14	21.12	17.64	
29.57	14.96	16.56	16.04	
14.08	11.56	13.20	17.84	
12.83	12.65	12.24	17.86	
14.11	17.66	12.48	9.15	
23.78	21.40	13.57	17.81	
11.41	10.18	14.11		
16.36	14.64	14.88		
15.12	13.39	10.49		
11.23	12.85	11.14		
13.89	11.65	11.23		
14.69	16.86	18.85		
Total Column:	[illegible]	[illegible]		

Rejects

[illegible]
[illegible]
[illegible]
[illegible]
[illegible]

Total Column: 54636

Veneer		Rejects	
Shift Total	23178	Shift Total	
Shift Total	495.92	Shift Total	
Shift Total	54636	Shift Total	
Shift Total		Shift Total	
Total Meters:	12748	Total Meters:	
Total Sq. Ft.:	13,722	Total Sq. Ft.:	

Comments:

[illegible]

13,722 Sq ft

WE024428/RC

Part ID	Part Description	Qty	UOM
1250118	CLIP SEB(40) OAK RED	14,180	

Release	WantDate	Start Date	Finish Date
3/31/2008	4/4/2008		

LOT: PARSONS MATERIAL
HEAT#: 310627
MATE#: MATE# 2379

Mfg Ref:

Seq#	Shop Resources	Type	Start Qty	End Qty	Setup Hrs	Run Hrs	Start Date	Finish Date
10	REDGEGRADE		21,815.38	14,180.00		4.56		
	FLITCH GRADING DEPARTMENT		Auto Reporting					

3/31/08 Brett

OPER. TIME 5 hrs QTY/COMP 8,094 OPER. TIME QTY/COMP 13,726

Part ID/Sub ID	Piece #	Date Reqd	Stock UOM	Qty Per	Qty Ovrg	Qty Req
1200019	10	3/31/2008	SF	21,815.385	0.0000	21,815.385
RV SEB SPEC 02 RED OAK F/C 1/42						

Seq#	Shop Resources	Type	Start Qty	End Qty	Setup Hrs	Run Hrs	Start Date	Finish Date
20	RVNRCLIP1		14,180.00	14,180.00	0.00	5.79		
	GUILLOTINE CASATI (EDGING)		Auto Reporting					

OPER. TIME QTY/COMP OPER. TIME QTY/COMP

0.0000

Seq#	Shop Resources	Type	Start Qty	End Qty	Setup Hrs	Run Hrs	Start Date	Finish Date
30	RVNRSPLICE1		14,180.00	14,180.00	0.00	11.34		
	LONGITUDINAL SPLICER #1		Auto Reporting					

OPER. TIME QTY/COMP OPER. TIME QTY/COMP

0.0000

Flitch Measurements For Madison

W.O. # :

Specie: Red Oak

Pallet # 310627

Madison Edgemate Pallet # 2379

7/8 yields Fleece 21,816 ft²

Flitch Grader: Brett

Start Date: 3/31/08

Finish Date:

Veneer Being Used

16.70	9.86					
15.12	5.46					
13.89	15.36					
16.72	13.31					
11.42	7.49					
18.14	11.90					
10.38	7.49					
15.31	14.34					
15.12	13.87					
14.64	13.60					
10.82	20.16					
5.97	14.08					
12.10	13.82					
11.71	10.82					
9.07	12.72					
5.55	19.20					
3.82	17.63					
12.77	12.74					
11.03	9.98					
14.36	12.99					
7.44	13.57					
10.85	15.26					
14.16	20.16					
9.07	13.92					
14.98	17.14					
15.62	10.82					
13.92	11.02					
11.34	751.94					
16.36						
10.75						
14.16						
8.24						
Total Column:						
~~893.09~~						

Rejects

Total Column:						

Veneer		Rejects	
Shift Total	751.94	Shift Total	
Shift Total		Shift Total	
Shift Total		Shift Total	
Shift Total		Shift Total	
Total Meters:		Total Meters:	
Total Sq. Ft.:	8,094	Total Sq. Ft.:	

Flitch Measurements For Madison

W. / O. # : WE024432/RL

Specie: Cherry

Madison Pallet # 310538

Edgemate Pallet # 1898

57%

2824

Flitch Grader: _____

Start Date: _____

Finish Date: _____

Veneer Being Used

Rejects

			Total Column:			
			Veneer		***Rejects***	
			Shift Total		Shift Total	
			Shift Total		Shift Total	
			Shift Total		Shift Total	
			Shift Total		Shift Total	
Total Column:			*Total Meters:*		*Total Meters:*	
			Total Sq. Ft.:		Total Sq. Ft.:	

Comments:

Flitch Measurements For Madison

W.O.#: 24432
Specie: Cherry
Madison Pallet # 310538
Edgemate Pallet # 1898

Flitch Grader:
Start Date: 3/26/08
Finish Date: 3/26/08

2824 sq ft

Veneer Being Used

13.92						
21.30						
9.07						
13.20						
12.85						
10.42						
8.35						
14.26						
7.79						
9.72						
6.72						
6.48						
10.40						
11.45						
12.77						
10.90						
11.14						
7.92						
10.56						
7.49						
7.44						
8.93						
11.63						
10.94						
6.60						

Rejects

Total Column:

Veneer		Rejects	
Shift Total	262.33	Shift Total	
Shift Total		Shift Total	
Shift Total		Shift Total	
Shift Total		Shift Total	
Total Meters:	262.33	Total Meters:	
Total Sq. Ft.:	2823.7	Total Sq. Ft.:	

Total Column:
262.33

(2824)

Comments:

4-2-08
Tim - 109 cuts, 2824 ft
1.5 hrs.

4/2/08
Shipped 1860 sq ft - 1 hr

1760 ft²

Flitch Measurements For Madison

8.55 F 3/26/02

W.O.# : 24432

Specie: Cherry

Madison Pallet # 310538

Edgemate Pallet # 1898

2824 sqft

Flitch Grader: _____

_____

Start Date: _____

Finish Date: _____

Veneer Being Used

Rejects

Flitch Measurements For Madison

855 ft

P.O. # : 24432

Specie: Cherry

Madison Pallet # 310538

Edgemate Pallet # 1898

2829.52

Flitch Grader: [illegible]

Start Date: 3/26/08

Finish Date: 3/26/08

Veneer Being Used

13.92						
21.38						
9.07						
13.20						
12.85						
10.42						
8.35						
14.26						
7.79						
9.72						
6.72						
6.48						
10.40						
11.45						
10.77						
10.90						
11.14						
7.92						
10.56						
7.49						
7.44						
8.93						
11.63						
10.94						
6.60						

Total Column:

262.33	

Rejects

Total Column:

Veneer		Rejects	
Shift Total	262.33	Shift Total	
Shift Total		Shift Total	
Shift Total		Shift Total	
Shift Total		Shift Total	
Total Meters:	262.33	Total Meters:	
Total Sq. Ft.:	2823.7	Total Sq. Ft.:	

(2824)

Comments:

WE024432/RC

Part ID	Part Description	Qty	U O
1250109	CLIP SEB(40) CHERRY	1,600	

Release	WantDate	Start Date	Finish Date
3/31/2008	4/4/2008		

JOE PARSONS MATERIAL
PALLET# 310558
EDGEMATE # 1898

Misc Ref.:

Seq#	Shop Resources	Type	Start Qty	End Qty	Setup Hrs	Run Hrs	Start Date	Finish Date
10	REDGEGRADE FLITCH GRADING DEPARTMENT 3/26/08 CAROL		2,807.02 Auto Reporting	1,600.00	0.00	0.64		

OPER. TIME 3 HRS 0.00 QTY/COMP 2824 OPER. TIME _____ QTY/COMP _____

3 HRS

Part ID/Sub ID	Piece #	Date Reqd	Stock UOM	Qty Reqd		Qty Due	Issue
1200009 RV SEB SPEC 02 CHERRY F/C 1/42	10	3/31/2008	SF	2,807.018	0.0000	2,807.018	2824

Seq#	Shop Resources	Type	Start Qty	End Qty	Setup Hrs	Run Hrs	Start Date	Finish Date
20	RVNRCLIP1 GUILOTINE CASATI (EDGING) 4/2/08 TIM		1,600.00 Auto Reporting	1,600.00	0.00	0.65		

OPER. TIME 1½ HRS 0.00 QTY/COMP 2824 OPER. TIME _____ QTY/COMP _____

1½ HRS

0.0000 _____

Seq#	Shop Resources	Type	Start Qty	End Qty	Setup Hrs	Run Hrs	Start Date	Finish Date
30	RVNRSPLICE1 LONGITUDINAL SPLICER #1 ~~4/2/08~~ 4/2/08 SHANNON		1,600.00 Auto Reporting	1,600.00	0.00	1.28		

OPER. TIME 1 HR 0.00 QTY/COMP 1860 OPER. TIME _____ QTY/COMP _____

1 HR

0.0000 _____

TOTAL HRS
5½ HRS

TOTAL
1760 sq ft

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

FORCEY LUMBER COMPANY, a corporation,	:	CIVIL DIVISION
Plaintiff	:	No. 07-714-CD
vs.	:	Type of Pleading:
EDGEMATE INC., a corporation,	:	
Defendant	:	**NOTICE OF SERVICE**
vs.	:	Filed on Behalf of:
JOE PARSONS d/b/a VENEER RESOURCES GROUP, LLC and JOE PARSONS d/b/a MADISON-SANZ Ltd. and VENEER RESOURCES GROUP, LLC, and VENEER RESOURCES GROUP, Ltd.	:	Defendant
Additional Defendants	:	Counsel of Record for This Party:
	:	Matthew B. Taladay, Esq. Supreme Court No. 49663 Hanak, Guido and Taladay 528 Liberty Boulevard P. O. Box 487 DuBois, PA 15801
	:	814-371-7768

FILED NO CC
m/18:59/61
SEP 18 2007
William A. Shaw
Prothonotary/Clerk of Courts

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

FORCEY LUMBER COMPANY, a corporation,	:	CIVIL DIVISION
Plaintiff	:	No. 07-714-CD
vs.	:	
EDGEMATE INC., a corporation,	:	
Defendant	:	
vs.	:	
JOE PARSONS d/b/a VENEER RESOURCES GROUP, LLC and JOE PARSONS d/b/a MADISON-SANZ Ltd. and VENEER RESOURCES GROUP, LLC, and VENEER RESOURCES GROUP, Ltd..	:	
Additional Defendants	:	

NOTICE OF SERVICE

I, Matthew B. Taladay, of Hanak, Guido and Taladay, being counsel of record for Defendant, do hereby certify that I propounded on Plaintiff, via United States mail, first class, postage pre-paid, this 29th day of August, 2008, Defendant's SUPPLEMENTAL RESPONSE TO PLAINTIFF'S REQUEST FOR PRODUCTION OF DOCUMENTS to the below indicated person, at said address, being counsel of record for the Plaintiff:

James A. Naddeo, Esq.
Attorney for Plaintiff
NADDEO & LEWIS, LLC
P.O. Box 552
Clearfield, PA 16830

With copies to:

Joe Parsons
Veneer Resources Group, LLC
14-B Robbins Street
Thomasville, North Carolina 27360

Matthew B. Taladay

Matthew B. Taladay, Esq.
Attorney for Defendant,
Edgemate, Inc.

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

FORCEY LUMBER COMPANY, A CORPORATION, Plaintiff, vs. EDGEMATE INC. A CORPORATION, Defendant. vs. JOE PARSONS d/b/a VENEER RESOURCES GROUP, LLC and JOE PARSONS, d/b/a MADISON-SANZ Ltd. And VENEER RESOURCES GROUP, LLC, and VANEER RESOURCES GROUP, Ltd. Additional Defendants	*	No. 07 - 714 - CD Type of Pleading: **PRAECIPE FOR STATUS CONFERENCE** Filed on behalf of: Plaintiff Counsel of Record for this party: James A. Naddeo, Esq. Pa I.D. 06820 NADDEO & LEWIS, LLC 207 E. Market Street P.O. Box 552 Clearfield, PA 16830 (814) 765-1601

FILED 2cc
013:47BM Atty Naddeo
NOV 07 2008
5 (GIL)
William A. Shaw
Prothonotary/Clerk of Courts

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

FORCEY LUMBER COMPANY, A CORPORATION, Plaintiff,	*	
vs.	*	No. 07 - 714 - CD
EDGEMATE INC. A CORPORATION, Defendant	*	
vs.	*	
JOE PARSONS d/b/a VENEER RESOURCES GROUP, LLC and JOE PARSONS, d/b/a MADISON-SANZ Ltd. And VENEER RESOURCES GROUP, LLC, and VANEER RESOURCES GROUP, Ltd. Additional Defendants	*	

PRAECIPE FOR STATUS CONFERENCE

Please schedule a status conference in the above-captioned case.

James A. Naddeo

James A. Naddeo
Attorney for Plaintiff

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

FORCEY LUMBER COMPANY, A CORPORATION, Plaintiff, vs. EDGEMATE INC. A CORPORATION, Defendant. vs. JOE PARSONS d/b/a VENEER RESOURCES GROUP, LLC and JOE PARSONS, d/b/a MADISON-SANZ Ltd. And VENEER RESOURCES GROUP, LLC, and VANEER RESOURCES GROUP, Ltd. Additional Defendants	*	No. 07 - 714 - CD Type of Pleading: **CERTIFICATE OF SERVICE** Filed on behalf of: Plaintiff Counsel of Record for this party: James A. Naddeo, Esq. Pa I.D. 06820 NADDEO & LEWIS, LLC 207 E. Market Street P.O. Box 552 Clearfield, PA 16830 (814) 765-1601

FILED
0 10:50a.m GK
AUG 22 2007 NO CC

Prothonotary/Clerk of Courts GK

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

FORCEY LUMBER COMPANY, A CORPORATION, Plaintiff,	*	
vs.	*	No. 07 - 714 - CD
EDGEMATE INC. A CORPORATION, Defendant	*	
vs.	*	
JOE PARSONS d/b/a VENEER RESOURCES GROUP, LLC and JOE PARSONS, d/b/a MADISON-SANZ Ltd. And VENEER RESOURCES GROUP, LLC, and VANEER RESOURCES GROUP, Ltd. Additional Defendants	*	

CERTIFICATE OF SERVICE

I, James A. Naddeo, Esquire, do hereby certify that a true and correct copy of Notice of Taking Deposition was served on the following and in the following manner on the 21st day of August, 2008:

First-Class Mail, Postage Prepaid

Matthew B. Taladay, Esquire
HANAK, GUIDO & TALADAY
528 Liberty Boulevard
P.O. Box 487
DuBois, PA 15801

Joe Parsons
Veneer Resources Group, LLC
14-B Robbins Street
Thomasville, North Carolina 27360

Maryann Cornelius, Court Reporter
339 Southmont Boulevard
Johnstown, PA 15905

NADDEO & LEWIS, LLC

By: James A. Naddeo
James A. Naddeo
Attorney for Plaintiff

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

FORCEY LUMBER COMPANY, A CORPORATION, Plaintiff, vs. EDGEMATE INC. A CORPCRATION, Defendant. vs. JOE PARSONS d/b/a VENEER RESOURCES GROUP, LLC and JOE PARSONS, d/b/a MADISON-SANZ Ltd. And VENEER RESOURCES GROUP, LLC, and VANEER RESOURCES GROUP, Ltd. Additional Defendants	*	No. 07 - 714 - CD Type of Pleading: **CERTIFICATE OF SERVICE** Filed on behalf of: Plaintiff Counsel of Record for this party: James A. Naddeo, Esq. Pa I.D. 06820 NADDEO & LEWIS, LLC 207 E. Market Street P.O. Box 552 Clearfield, PA 16830 (814) 765-1601

FILED 3cc
01:34 PM Atty Naddeo
JUN 2 2008
William A. Shaw
Prothonotary/Clerk of Courts

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

FORCEY LUMBER COMPANY, A CORPORATION,	*	
Plaintiff,	*	
vs.	*	No. 07 - 714 - CD
EDGEMATE INC. A CORPORATION,	*	
Defendant	*	
vs.	*	
JOE PARSONS d/b/a VENEER RESOURCES GROUP, LLC and JOE PARSONS, d/b/a MADISON-SANZ Ltd. And VENEER RESOURCES GROUP, LLC, and VANEER RESOURCES GROUP, Ltd.	*	
Additional Defendants	*	

CERTIFICATE OF SERVICE

I, James A. Naddeo, Esquire, do hereby certify that a true and correct copy of Notice of Taking Deposition was served on the following and in the following manner on the 21st day of August, 2008:

First-Class Mail, Postage Prepaid

Matthew B. Taladay, Esquire
HANAK, GUIDO & TALADAY
528 Liberty Boulevard
P.O. Box 487
DuBois, PA 15801

Joe Parsons
Veneer Resources Group, LLC
14-B Robbins Street
Thomasville, North Carolina 27360

Maryann Cornelius, Court Reporter
339 Southmont Boulevard
Johnstown, PA 15905

NADDEO & LEWIS, LLC

By: James A. Naddeo
James A. Naddeo
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

FORCEY LUMBER COMPANY, a corporation,	:	CIVIL DIVISION
Plaintiff	:	No. 07-714-CD
vs.	:	Type of Pleading:
EDGEMATE INC., a corporation,	:	
Defendant	:	**NOTICE OF SERVICE**
vs.	:	Filed on Behalf of:
JOE PARSONS d/b/a VENEER RESOURCES GROUP, LLC and JOE PARSONS d/b/a MADISON-SANZ Ltd. and VENEER RESOURCES GROUP, LLC, and VENEER RESOURCES GROUP, Ltd.	:	Defendant
Additional Defendants	:	Counsel of Record for This Party:
	:	Matthew B. Taladay, Esq. Supreme Court No. 49663 Hanak, Guido and Taladay 528 Liberty Boulevard P. O. Box 487 DuBois, PA 15801
	:	814-371-7768

FILED NO CC
m/10:26 BK
AUG 21 2008
GK
William A. Shaw
Prothonotary/Clerk of Courts

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

FORCEY LUMBER COMPANY, a corporation, Plaintiff	:	CIVIL DIVISION No. 07-714-CD
vs.	:	
EDGEMATE INC., a corporation, Defendant	:	
vs.	:	
JOE PARSONS d/b/a VENEER RESOURCES GROUP, LLC and JOE PARSONS d/b/a MADISON-SANZ Ltd. and VENEER RESOURCES GROUP, LLC, and VENEER RESOURCES GROUP, Ltd.. Additional Defendants	:	

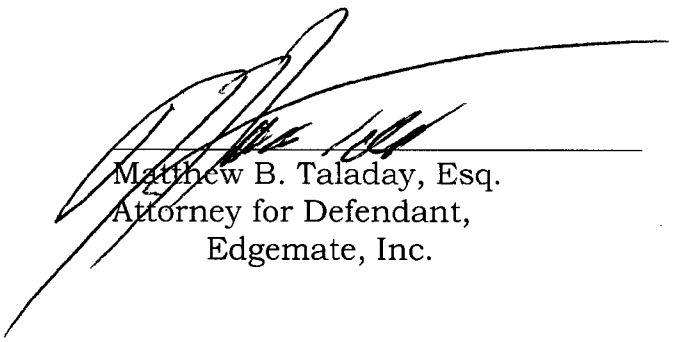
NOTICE OF SERVICE

I, Matthew B. Taladay, of Hanak, Guido and Taladay, being counsel of record for Defendant, do hereby certify that I propounded on Plaintiff, via United States mail, first class, postage pre-paid, this 20th day of August, 2008, Defendant's RESPONSE TO PLAINTIFF'S REQUEST FOR PRODUCTION OF DOCUMENTS to the below indicated person, at said address, being counsel of record for the Plaintiff:

James A. Naddeo, Esq.
Attorney for Plaintiff
NADDEO & LEWIS, LLC
P.O. Box 552
Clearfield, PA 16830

With copies to:

Joe Parsons
Veneer Resources Group, LLC
14-B Robbins Street
Thomasville, North Carolina 27360



Matthew B. Taladay, Esq.
Attorney for Defendant,
Edgemate, Inc.

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

FORCEY LUMBER COMPANY, A CORPORATION, Plaintiff, vs. EDGEMATE INC. A CORPORATION, Defendant. vs. JOE PARSONS d/b/a VENEER RESOURCES GROUP, LLC and JOE PARSONS, d/b/a MADISON-SANZ Ltd. And VENEER RESOURCES GROUP, LLC, and VANEER RESOURCES GROUP, Ltd. Additional Defendants	*	No. 07 - 714 - CD Type of Pleading: **CERTIFICATE OF SERVICE** Filed on behalf of: Plaintiff Counsel of Record for this party: James A. Naddeo, Esq. Pa I.D. 06820 NADDEO & LEWIS, LLC 207 E. Market Street P.O. Box 552 Clearfield, PA 16830 (814) 765-1601

FILED 3cc
013:42/3m Atty Naddeo
SEP 21 2007
(610)
William A. Shaw
Prothonotary/Clerk of Courts

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

FORCEY LUMBER COMPANY, A CORPORATION, Plaintiff,	*	
vs.	*	No. 07 - 714 - CD
EDGEMATE INC. A CORPORATION, Defendant	*	
vs.	*	
JOE PARSONS d/b/a VENEER RESOURCES GROUP, LLC and JOE PARSONS, d/b/a MADISON-SANZ Ltd. And VENEER RESOURCES GROUP, LLC, and VANEER RESOURCES GROUP, Ltd. Additional Defendants	*	

CERTIFICATE OF SERVICE

I, James A. Naddeo, Esquire, do hereby certify that a true and correct copy of Notice of Taking Deposition was served on the following and in the following manner on the 21st day of August, 2008:

First-Class Mail, Postage Prepaid

Matthew B. Taladay, Esquire
HANAK, GUIDO & TALADAY
528 Liberty Boulevard
P.O. Box 487
DuBois, PA 15801

Joe Parsons
Veneer Resources Group, LLC
14-B Robbins Street
Thomasville, North Carolina 27360

Maryann Cornelius, Court Reporter
339 Southmont Boulevard
Johnstown, PA 15905

NADDEO & LEWIS, LLC

By: James A. Naddeo
James A. Naddeo
Attorney for Plaintiff

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

FORCEY LUMBER COMPANY,
A CORPORATION,

Plaintiff,

vs.

EDGEMATE INC.
A CORPORATION,

Defendant.

vs.

JOE PARSONS d/b/a VENEER RESOURCES GROUP, LLC and JOE PARSONS, d/b/a MADISON-SANZ Ltd. And VENEER RESOURCES GROUP, LLC, and VANEER RESOURCES GROUP, Ltd.

Additional Defendants

No. 07 - 714 - CD

Type of Pleading:

CERTIFICATE OF SERVICE

Filed on behalf of:
Plaintiff

Counsel of Record for this party:

James A. Naddeo, Esq.
Pa I.D. 06820

NADDEO & LEWIS, LLC
207 E. Market Street
P.O. Box 552
Clearfield, PA 16830
(814) 765-1601

Dated: July 28, 2008

FILED NO CC
03:24 BL
JUL 28 2008
William A. Shaw
Prothonotary/Clerk of Courts

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

FORCEY LUMBER COMPANY, A CORPORATION, Plaintiff,	*	
vs.	*	No. 07 - 714 - CD
EDGEMATE INC. A CORPORATION, Defendant	*	
vs.	*	
JOE PARSONS d/b/a VENEER RESOURCES GROUP, LLC and JOE PARSONS, d/b/a MADISON-SANZ Ltd. And VENEER RESOURCES GROUP, LLC, and VANEER RESOURCES GROUP, Ltd. Additional Defendants	*	

CERTIFICATE OF SERVICE

I, James A. Naddeo, Esquire, do hereby certify that a true and correct copy of Request for Production of Documents Directed to Defendant was served on the following and in the following manner on the 28th day of July, 2008:

First-Class Mail, Postage Prepaid

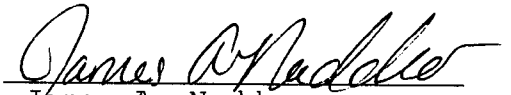
Matthew B. Taladay, Esquire
HANAK, GUIDO & TALADAY
528 Liberty Boulevard
P.O. Box 487
DuBois, PA 15801

and

Joe Parsons
Veneer Resources Group, LLC
14-B Robbins Street

Thomasville, North Carolina 27360

NADDEO & LEWIS, LLC

By: 
James A. Naddeo
Attorney for Plaintiff

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

FORCEY LUMBER COMPANY, A CORPORATION,	*	
Plaintiff,	*	
vs.	*	No. 07 - 714 - CD
EDGEMATE INC. A CORPORATION, Defendant	*	
vs.	*	
JOE PARSONS d/b/a VENEER RESOURCES GROUP, LLC and JOE PARSONS, d/b/a MADISON-SANZ Ltd. And VENEER RESOURCES GROUP, LLC, and VANEER RESOURCES GROUP, Ltd. Additional Defendants	*	

FILED acc
03:24 BOX Atty
JUL 28 2008
Naddeo
William A. Shaw
Prothonotary/Clerk of Courts

REQUEST FOR PRODUCTION OF DOCUMENTS
DIRECTED TO DEFENDANT, EDGEMATE INC.

Plaintiff, Forcey Lumber Company, by its attorney, James A. Naddeo, directs the following Request for Production of Documents to Defendant, Edgemate Inc.

Defendant is hereby requested to produce, for inspection and copying, the documents requested below at the office of James A. Naddeo, Esquire, 207 East Market Street, Clearfield, Pennsylvania 16830, within thirty (30) days of the date of service of this Request.

DEFINITIONS

1. "Document(s)" when used herein shall be used in its broadest sense and shall mean and include any and all written, recorded, graphic or tangible matter, whether produced by hand recorded, or reproduced, or whether electronically produced or

reproduced, and without limiting the generality of the foregoing, shall include all correspondence, memoranda, whether external or internal, records, reports, graphs, brochures, technical data, contracts, agreements, diagrams, maps, accounting records, accounting ledgers, financial statements, financial journals, check records, checks, tax records, photographs, films, telegrams, specifications, manuals, papers, letters, notes, notations, notebooks, minutes, or summaries of meetings, schedules, transcripts, diaries, publications, directives, instructions, computations, purchase orders, tabulations, invoices, bills, credit memos, receipts of delivery, mortgage documents, test records, laboratory reports, bills of lading, sketches, computer printouts, published sales aids, blueprints, plans design drawings, product brochures, sales literatures, records of shipment, advertisements, test films, laboratory notebooks, quality control tests, production records, and any drafts, revisions or amendments or copies of the above that are either in the knowledge, possession, custody, control or subject to the control of the Plaintiff, her representatives, agents or counsel.

2. In producing documents, please specify the paragraph to which the documents relate.

3. For each document otherwise falling within this Request which defendant contends are excludable from discovery, please note with the objection to production the following:

(a) The date of the document;

(b) Its general nature, (e.g. letter, memorandum, test results, etc.);

(c) The name(s) of the author(s);

(d) The name(s) of the recipient(s) of the document and of any drafts or copies thereof;

(e) The person(s) having present custody thereof;

(f) The basis for such claim of privilege or exclusion.

REQUESTS

1. Copies of all purchase orders issued by Edgemate, Inc. to Joe Parsons and any name or company with which Joe Parsons was affiliated, including but not limited to, Joe Parsons d/b/a Veneer Resources Group, LLC; Joe Parsons d/b/a Madison-Sanz Ltd.; Veneer Resources Group, LLC and Vaneer Resources Group, Ltd.

2. Copies of all credit memos issued from Edgemate Inc. to Joe Parsons and any name or company with which Joe Parsons was affiliated, including but not limited to, Joe Parsons d/b/a Veneer Resources Group, LLC; Joe Parsons d/b/a Madison-Sanz Ltd.; Veneer Resources Group, LLC and Vaneer Resources Group, Ltd.

This request is deemed to be continuing and requires a supplemental response as you, your attorneys, or representatives to obtain any additional documents concerning the categories requested prior to the time of trial.

Respectfully submitted,

NADDEO & LEWIS, LLC

By

James A. Naddeo
Attorney for Plaintiff

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

FORCEY LUMBER COMPANY, A CORPORATION,	*	
Plaintiff,	*	
vs.	*	No. 07 - 714 - CD
EDGEMATE INC. A CORPORATION,	*	
Defendant	*	
vs.	*	
JOE PARSONS d/b/a VENEER RESOURCES GROUP, LLC and JOE PARSONS, d/b/a MADISON-SANZ Ltd. And VENEER RESOURCES GROUP, LLC, and VANEER RESOURCES GROUP, Ltd. Additional Defendants	*	

CERTIFICATE OF SERVICE

I, James A. Naddeo, Esquire, do hereby certify that a true and correct copy of Request for Production of Documents Directed to Defendant was served on the following and in the following manner on the 28th day of July, 2008:

First-Class Mail, Postage Prepaid

Matthew B. Taladay, Esquire
HANAK, GUIDO & TALADAY
528 Liberty Boulevard
P.O. Box 487
DuBois, PA 15801

and

Joe Parsons
Veneer Resources Group, LLC
14-B Robbins Street

Thomasville, North Carolina 27360

NADDEO & LEWIS, LLC

By:
James A. Naddeo
Attorney for Plaintiff

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

FORCEY LUMBER COMPANY, A CORPORATION, Plaintiff, vs. EDGEMATE INC. A CORPORATION, Defendant. vs. JOE PARSONS d/b/a VENEER RESOURCES GROUP, LLC and JOE PARSONS, d/b/a MADISON-SANZ Ltd. And VENEER RESOURCES GROUP, LLC, and VANEER RESOURCES GROUP, Ltd. Additional Defendants	*	No. 07 - 714 - CD Type of Pleading: **CERTIFICATE OF SERVICE** Filed on behalf of: Plaintiff Counsel of Record for this party: James A. Naddeo, Esq. Pa I.D. 06820 NADDEO & LEWIS, LLC 207 E. Market Street P.O. Box 552 Clearfield, PA 16830 (814) 765-1601

01/10:49BM 2cc Atty Naddeo

William A. Shaw
Prothonotary/Clerk of Courts

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

FORCEY LUMBER COMPANY, A CORPORATION,	*	
Plaintiff,	*	
vs.	*	No. 07 - 714 - CD
EDGEMATE INC. A CORPORATION,	*	
Defendant	*	
vs.	*	
JOE PARSONS d/b/a VENEER RESOURCES GROUP, LLC and JOE PARSONS, d/b/a MADISON-SANZ Ltd. And VENEER RESOURCES GROUP, LLC, and VANEER RESOURCES GROUP, Ltd.	*	
Additional Defendants	*	

CERTIFICATE OF SERVICE

I, James A. Naddeo, Esquire, do hereby certify that True and Correct copies of the Notice of Taking Deposition of Harry Benjamin and the Notice of Taking Deposition of Adam Lardieri were served on the following and in the following manner on the 26th day of March, 2008:

First-Class Mail, Postage Prepaid

Matthew B. Taladay, Esquire
HANAK, GUIDO & TALADAY
528 Liberty Boulevard
P.O. Box 487
DuBois, PA 15801

ASAP Court Reporting
167 South McKean Street
Kittaning, PA 16201

NADDEO & LEWIS, LLC

By: James A. Naddeo
James A. Naddeo
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

FORCEY LUMBER COMPANY, a corporation,	:	CIVIL DIVISION
Plaintiff	:	No. 07-714-CD
vs.	:	Type of Pleading:
EDGEMATE INC., a corporation,	:	
Defendant	:	**CERTIFICATE OF SERVICE**
vs.	:	Filed on Behalf of:
JOE PARSONS d/b/a VENEER RESOURCES GROUP, LLC and JOE PARSONS d/b/a MADISON-SANZ Ltd. and VENEER RESOURCES GROUP, LLC, and VENEER RESOURCES GROUP, Ltd.	:	Defendant
Additional Defendants	:	Counsel of Record for This Party:
	:	Matthew B. Taladay, Esq. Supreme Court No. 49663 Hanak, Guido and Taladay 528 Liberty Boulevard P. O. Box 487 DuBois, PA 15801
	:	814-371-7768

FILED 10 cc
03/10:55 BY
MAR 06 2008
William A. Shaw
Prothonotary/Clerk of Courts

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

FORCEY LUMBER COMPANY, a corporation,	:	CIVIL DIVISION
Plaintiff	:	No. 07-714-CD
vs.	:	
	:	
EDGEMATE INC., a corporation,	:	
Defendant	:	
	:	
vs.	:	
	:	
JOE PARSONS d/b/a VENEER RESOURCES GROUP, LLC and JOE PARSONS d/b/a MADISON-SANZ Ltd. and VENEER RESOURCES GROUP, LLC, and VENEER RESOURCES GROUP, Ltd..	:	
Additional Defendants	:	

CERTIFICATE OF SERVICE

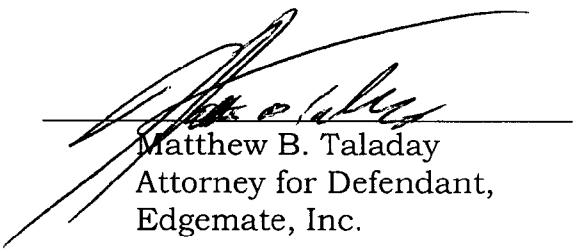
I certify that on the 4th day of March, 2008, an original COMPLAINT TO JOIN ADDITIONAL DEFENDANTS was sent via certified mail, postage prepaid, to each of the following Additional Defendants:

Veneer Resources Group, LLC
Post Office Box 1736
Jamestown, North Carolina 27282.

Madison-Sanz Ltd
Post Office Box 5761
High Point, North Carolina 27262.

Veneer Resources Group, Ltd.
Post Office Box 5761
High Point, North Carolina 27262

The certified mail receipts are attached to this Certificate of Service.



Matthew B. Taladay
Attorney for Defendant,
Edgemate, Inc.

7002 2030 0006 3807 9982

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com®

OFFICIAL USE

Postage	$
Certified Fee	
Return Reciept Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	$ 7.30

DUBOIS PA 15801 MAR Postmark Here 2009 USPS

Sent To: Veneer Resources Group LLC
Street, Apt. No.; or PO Box No.: PO Box 1736
City, State, ZIP+4: Jamestown, NC 27282

PS Form 3800, June 2002 — Reverse for Instructions

7002 2030 0006 3807 9975

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com®

OFFICIAL USE

Postage	$
Certified Fee	
Return Reciept Fee (Endorsement Required)	2.15
Restricted Delivery Fee (Endorsement Required)	0.00
Total Postage & Fees	$ 7.30

DUBOIS PA 15801 MAR Postmark Here USPS

Sent To: Veneer Resources Group LTD
Street, Apt. No.; or PO Box No.: PO Box 5761
City, State, ZIP+4: High Point, NC 27262

PS Form 3800, June 2002 — See Reverse for Instructions

7002 2030 0006 3807 9999

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com®

OFFICIAL USE

Postage	$
Certified Fee	
Return Reciept Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	$

DUBOIS PA Postmark Here USPS

Sent To: Madison-Sanz LTD
Street, Apt. No.; or PO Box No.: PO Box 5761
City, State, ZIP+4: High Point NC 27262

PS Form 3800, June 2002 — See Reverse for Instructions

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

FORCEY LUMBER COMPANY, a corporation, Plaintiff	:	CIVIL DIVISION
vs.	:	No. 07-714-CD
EDGEMATE INC., a corporation, Defendant	:	Type of Pleading: **PRAECIPE TO SUBSTITUTE VERIFICATION**
vs.	:	Filed on Behalf of: Defendant
JOE PARSONS d/b/a VENEER RESOURCES GROUP, LLC and JOE PARSONS, d/b/a MADISON-SANZ Ltd. and VENEER RESOURCES GROUP, LLC, and VANEER RESOURCES GROUP, Ltd., Additional Defendants	:	Counsel of Record for This Party: Matthew B. Taladay, Esq. Supreme Court No. 49663 Hanak, Guido and Taladay 528 Liberty Boulevard P. O. Box 487 DuBois, PA 15801 814-371-7768

FILED NO CC
m/10:55 01
MAR 06 2008
William A. Shaw
Prothonotary/Clerk of Courts

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

FORCEY LUMBER COMPANY, a corporation, Plaintiff	:	
vs.	:	No. 07-714-CD
EDGEMATE INC., a corporation, Defendant	:	
vs.	:	
JOE PARSONS d/b/a VENEER RESOURCES GROUP, LLC and JOE PARSONS d/b/a MADISON-SANZ Ltd. and VENEER RESOURCES GROUP, LLC, and VENEER RESOURCES GROUP, Ltd.	:	

PRAECIPE TO SUBSTITUTE VERIFICATION

TO THE PROTHONOTARY:

Kindly substitute the attached Verification for the one filed with the Complaint to Join Additional Defendants.

Respectfully submitted,

HANAK, GUIDO and TALADAY

By _____
Matthew B. Taladay, Esq.
Attorney for Defendant

VERIFICATION

I, Harry K. Benjamin, being the President/CEO of Edgemate, Inc., hereby verify that the statements made in the COMPLAINT TO JOIN ADDITIONAL DEFENDANTS 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 the authorities.

Date: 2/22/08

Harry K. Benjamin

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

FORCEY LUMBER COMPANY, a corporation, Plaintiff	:	
vs.	:	No. 07-714-CD
EDGEMATE INC., a corporation, Defendant	:	
vs.	:	
JOE PARSONS d/b/a VENEER RESOURCES GROUP, LLC and JOE PARSONS d/b/a MADISON-SANZ Ltd. and VENEER RESOURCES GROUP, LLC, and VENEER RESOURCES GROUP, Ltd.	:	

CERTIFICATE OF SERVICE

I certify that on the 31st day of March, 2008, a true and correct copy of Praecipe to Substitute Verification was forwarded via first class U.S. mail, postage prepaid, addressed as follows:

James A. Naddeo, Esq.
Trudy G. Lamadue, Esq.
Attorneys for Plaintiff
NADDEO & LEWIS, LLC
P.O. Box 552
Clearfield, PA 16830

Matthew B. Taladay, Esq.
Attorney for Defendant

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

MAR 21 2008
William A. Shaw
Prothonotary/Clerk of Courts

FORCEY LUMBER COMPANY, a corporation, Plaintiff vs. EDGEMATE INC., a corporation, Defendant vs. JOE PARSONS d/b/a VENEER RESOURCES GROUP, LLC and JOE PARSONS d/b/a MADISON-SANZ Ltd. and VENEER RESOURCES GROUP, LLC, and VENEER RESOURCES GROUP, Ltd. Additional Defendants	:	CIVIL DIVISION No. 07-714-CD Type of Pleading: **AFFIDAVIT OF SERVICE** Filed on Behalf of: Defendant Counsel of Record for This Party: Matthew B. Taladay, Esq. Supreme Court No. 49663 Hanak, Guido and Taladay 528 Liberty Boulevard P. O. Box 487 DuBois, PA 15801 814-371-7768

Dated: March 19, 2008

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

FORCEY LUMBER COMPANY, a corporation, Plaintiff	:	CIVIL DIVISION
	:	No. 07-714-CD
vs.	:	
EDGEMATE INC., a corporation, Defendant	:	
vs.	:	
JOE PARSONS d/b/a VENEER RESOURCES GROUP, LLC and JOE PARSONS d/b/a MADISON-SANZ Ltd. and VENEER RESOURCES GROUP, LLC, and VENEER RESOURCES GROUP, Ltd.. Additional Defendants	:	

AFFIDAVIT OF SERVICE

I hereby certify that on March 7, 2008, I served by Certified Mail Nos. 7002 2030 0006 3807 9975, 7002 2030 0006 3807 9982 and 7002 2030 0006 3807 9999, Return Receipt Requested, a Court certified copy of Complaint to Join Additional Defendant upon Veneer Resources Group, Ltd, P.O. Box 5761, High Point, NC 27262; Veneer Resources Group, LLC, P.O. box 1736, Jamestown, NC 27282; and Madison-Sanz Ltd., P.O. Box 5761, High Point, NC 27262. Return Receipt Cards are attached hereto as Exhibit "A".

Matthew B. Taladay, Esq.
Attorney for Defendant

Sworn to and subscribed before
me this 19th day of March, 2008.

Notary

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Eleanor Haky, Notary Public
City Of DuBois, Clearfield County
My Commission Expires Mar 24, 2008
Member, Pennsylvania Association Of Notaries

SENDER: *COMPLETE THIS SECTION*

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Veneer Resources Group LTD
PO Box 5761
High Point, NC
27262

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X [signature] ☐ Agent ☐ Addressee

B. Received by (Printed Name) WILLIAM PARSONS C. Date of Delivery 3/7/08

D. Is delivery address different from item 1? ☐ Yes
if YES, enter delivery address below: ☐ No

3. Service Type
☑ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? *(Extra Fee)* ☐ Yes

2. Article Number
(Transfer from service label) 7002 2030 0006 3807 9975

PS Form 3811, August 2001 Domestic Return Receipt 2ACPRI-03-P-4081

SENDER: *COMPLETE THIS SECTION*

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Veneer Resources Group LLC
PO Box 1736
Jamestown, NC 27282

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X [signature] ☐ Agent ☐ Addressee

B. Received by (Printed Name) C. Date of Delivery 3/7/08

D. Is delivery address different from item 1? ☐ Yes
if YES, enter delivery address below: ☐ No

3. Service Type
☑ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? *(Extra Fee)* ☐ Yes

2. Article Number
(Transfer from service label) 7002 2030 0006 3807 9982

PS Form 3811, August 2001 Domestic Return Receipt 2ACPRI-03-P-4081

SENDER: *COMPLETE THIS SECTION*

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Madison-Sanz Ltd
PO Box 5761
High Point, NC
27262

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X [signature] ☐ Agent ☐ Addressee

B. Received by (Printed Name) C. Date of Delivery 3/7/08

D. Is delivery address different from item 1? ☐ Yes
if YES, enter delivery address below: ☐ No

3. Service Type
☑ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? *(Extra Fee)* ☐ Yes

2. Article Number
(Transfer from service label) 7002 2030 0006 3807 9999

PS Form 3811, August 2001 Domestic Return Receipt 2ACPRI-03-P-4081

EXHIBIT "A"

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

Forcey Lumber Company,
a corporation,
Plaintiff,

v.

Edgemate Inc., a corporation,
Defendant.

No. 07-714-CD

Type of Pleading:

CERTIFICATE OF SERVICE

Filed on behalf of:
Plaintiff

Counsel of Record for
this party:

James A. Naddeo, Esq.
Pa I.D. 06820

NADDEO & LEWIS, LLC.
207 E. Market Street
P.O. Box 552
Clearfield, PA 16830
(814) 765-1601

FILED NO CC
M 10:43 BN
William A. Shaw
Prothonotary/Clerk of Courts

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

Forcey Lumber Company, a corporation, Plaintiff,	*	
v.	*	No. 07-714-CD
Edgemate Inc., a corporation, Defendant.	*	

CERTIFICATE OF SERVICE

I, James A. Naddeo, Esquire, do hereby certify that certified copy of Stipulation was served on the following and in the following manner on the 5th day of March, 2008:

First-Class Mail, Postage Prepaid

Matthew B. Taladay, Esquire
HANAK, GUIDO & TALADAY
3 South Brady Street
P.O. Box 487
DuBois, PA 15801

NADDEO & LEWIS, LLC

By: James A. Naddeo
James A. Naddeo
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

FORCEY LUMBER COMPANY, a corporation,	:	CIVIL DIVISION
Plaintiff	:	No. 07-714-CD
vs.	:	
	:	Type of Pleading:
EDGEMATE INC., a corporation,	:	
Defendant	:	**COMPLAINT TO JOIN ADDITIONAL DEFENDANTS**
vs.	:	
	:	Filed on Behalf of:
JOE PARSONS d/b/a VENEER RESOURCES GROUP, LLC and JOE PARSONS d/b/a MADISON-SANZ Ltd. and VENEER RESOURCES GROUP, LLC, and VENEER RESOURCES GROUP, Ltd.	:	Defendant
Additional Defendants	:	Counsel of Record for This Party:
	:	Matthew B. Taladay, Esq. Supreme Court No. 49663 Hanak, Guido and Taladay 528 Liberty Boulevard P. O. Box 487 DuBois, PA 15801
	:	814-371-7768

Dated: February 26, 2008

FILED
0 10:40 a.m CK
FEB 2 2008 4 cc to Atty
William A. Shaw
Prothonotary/Clerk of Courts

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

FORCEY LUMBER COMPANY, a corporation, Plaintiff	:	CIVIL DIVISION
	:	No. 07-714-CD
vs.	:	
EDGEMATE INC., a corporation, Defendant	:	
vs.	:	
JOE PARSONS d/b/a VENEER RESOURCES GROUP, LLC and JOE PARSONS d/b/a MADISON-SANZ Ltd. and VENEER RESOURCES GROUP, LLC, and VENEER RESOURCES GROUP, Ltd.. Additional Defendants	:	

COMPLAINT TO JOIN ADDITIONAL DEFENDANTS

AND NOW, comes the Original Defendant, Edgemate, Inc., by its attorneys, Hanak, Guido and Taladay, and hereby files this Complaint to Join Additional Defendants and sets forth as follows:

BACKGROUND:

1. Plaintiff's Amended Complaint was filed on October 3, 2007 and seeks damages from Defendant as the result of outstanding invoices for the supply of various lumber products to Defendant though purchase orders. The Amended Complaint is incorporated herein by reference as though set forth in its entirety. The Amended Complaint is attached hereto as Exhibit "A".

2. The Amended Complaint alleges that Original Defendant, Edgemate, has failed and refused to pay three invoices in the amounts of $24,598.36, $10,997.42 and $6,338.72 for lumber products supplied by Veneer Resources Group pursuant to three purchase orders executed by Defendant. Although Defendant denies any contract with Plaintiff Forcey Lumber Company, Plaintiff claims to have purchased three invoices from Veneer Resources Group - referenced as 540, 541 and 547.

3. Defendant Edgemate has Answered the Complaint and asserted as a New Matter that Defendant is entitled to credit and offset for non-conforming or substandard products supplied by Plaintiff and/or Veneer Resources Group. Defendant's Answer and New Matter dated October 29, 2007 is incorporated herein by reference as though set forth in its entirety. The Answer and New Matter is attached hereto as Exhibit "B".

4. As part of the Edgemate's defense asserted in New Matter, Defendant Edgemate averred an ongoing business relationship with Joe Parsons, as a representative of Plaintiff and/or Plaintiff's predecessor and/or sister corporations (Veneer Resources Group and Madison-Sanz). Defendant has claimed the right to offset against the amount due under the three invoices referenced in the Complaint, for substandard products supplied by Joe Parsons - doing business as Plaintiff, Forcey Lumber Company, Madison Sanz Ltd. and/or Veneer Resources Group.

5. In Reply to New Matter, Plaintiff denies having any knowledge or information concerning the averments about the business

relationship with Joe Parsons, Veneer Resources or Madison Sanz. Plaintiff's Reply to New Matter is attached hereto as Exhibit "C" and incorporated herein by reference.

ADDITIONAL DEFENDANTS:

6. Additional Defendant Joe Parsons is an individual who, at all times relevant to the transactions and events alleged in the Amended Complaint (Exhibit A) and Answer and New Matter thereto (Exhibit B), acted in a representative capacity as principal or agent of Veneer Resources Group, LLC, Veneer Resources Group, Ltd. and/or Madison-Sanz, Ltd..

7. Veneer Resources Group, LLC is a limited liability company with a physical address of: 14-B North Robbins Street Thomasville, North Carolina 27360 and a mailing address of: Post Office Box 1736 Jamestown, North Carolina 27282.

8. Madison-Sanz Ltd. is a corporation, partnership or proprietorship with a physical address of: 14-B North Robbins Street Thomasville, North Carolina 27360 and a mailing address of: Post Office Box 5761 High Point, North Carolina 27262.

9. Veneer Resources Group, Ltd. is registered North Carolina corporation with a physical address of: 14-B North Robbins Street Thomasville, North Carolina 27360 and a mailing address of: Post Office Box 5761 High Point, North Carolina 27262.

10. For all transactions referenced in the Amended Complaint (Exhibit A) and the Answer and New Matter (Exhibit B), Additional Defendant Joe Parsons is the person who contracted with Defendant Edgemate for the purchase orders. At all relevant times Joe Parsons was acting in a representative capacity for Plaintiff and/or the Additional Defendants.

COUNT I
Complaint against Additional Defendants
Joe Parsons d/b/a Veneer Resources Group LLC,
Veneer Resources Goup, LLC and Veneer Resources Group, Ltd.

11. Paragraphs 1 through 10 are incorporated herein by reference as though set forth in full.

12. Defendant Edgemate incorporates the allegations set forth in New Matter (Exhibit B hereto) paragraphs 59 through 74 as though the same are restated herein against Additional Defendants Joe Parsons d/b/a Veneer Resources Group, LLC, Veneer Resources Group, LLC and Veneer Resources Group, Ltd.. Additionally, Defendant Edgemate states as follows:

13. Additional Defendant Joe Parsons doing business as Veneer Resources Group, LLC and/or Veneer Resources Group, Ltd. supplied substandard or nonconforming goods to Defendant Edgemate pursuant to various purchase orders from February 27, 2007 through June 18, 2007.

14. Defendant Edgemate paid the invoiced amount for the purchase orders, notwithstanding the fact that certain products were later

determined to be substandard and/or nonconforming and out of compliance with the agreed upon specifications between the parties.

15. The outstanding credits due to Defendant Edgemate from Additional Defendants Veneer Resources, LLC and/or Veneer Resources, Ltd. are listed in the "Exhibit A" to the Answer and New Matter (Exhibit B hereto) and incorporated herein by reference. Defendant is entitled to credits against Additional Defendants Joe Parsons and Veneer Resources, LLC and/or Veneer Resources, Ltd. in the amount of $28,738.62.

16. Defendant Edgemate is entitled to credit and offset against the amount alleged to be due under the Amended Complaint for all non-conforming and substandard products supplied by Joe Parsons doing business as Veneer Resources Group, LLC. and/or Veneer Resources Group, Ltd..

17. To the extent that Defendant Edgemate is found liable for the allegations of the Amended Complaint, Additional Defendant Joe Parsons d/b/a Veneer Resources Group, LLC and/or Veneer Resources Group, Ltd. is liable over to or liable with the Defendant Edgemate.

WHEREFORE, Defendant Edgemate demands judgment against Additional Defendants Joe Parsons, d/b/a/ Veneer Resources Group, LLC and Veneer Resources Group, Ltd. for credit and offset in the amount of $28,738.62.

COUNT II
Complaint against Additional Defendant
Joe Parsons d/b/a Madison-Sanz, Ltd.

18. Paragraphs 1 through 17 are incorporated herein by reference as though set forth in full.

19. Defendant Edgemate incorporates the allegations set forth in New Matter (Exhibit B hereto) paragraphs 59 through 74 as though the same are restated herein against Additional Defendant Joe Parsons Madison-Sanz, Ltd.. Additionally, Defendant Edgemate states as follows:

20. Additional Defendant Joe Parsons doing business as Madison-Sanz, Ltd. supplied substandard or nonconforming goods to Defendant Edgemate pursuant to various purchase orders from February 16, 2007 through June 7, 2007.

21. Defendant Edgemate paid the invoiced amount for the purchase orders, notwithstanding the fact that certain products were later determined to be substandard and/or nonconforming and out of compliance with the agreed upon specifications between the parties.

22. The outstanding credits due to Defendant Edgemate from Additional Defendant Joe Parsons d/b/a Madison-Sanz are listed in the "Exhibit A" to the Answer and New Matter (Exhibit B hereto) and incorporated herein by reference. Defendant is entitled to credits against Additional Defendant Joe Parsons d/b/a Madison-Sanz, Ltd. in the amount of $11,851.60.

23. Defendant Edgemate is entitled to credit and offset against the amount alleged to be due under the Amended Complaint for all non-

conforming and substandard products supplied by Joe Parsons doing business as Madison-Sanz, Ltd.

24. To the extent that Defendant Edgemate is found liable for the allegations of the Amended Complaint, Additional Defendant Joe Parsons d/b/a Madison-Sanz, Ltd. is liable over to or liable with the Defendant Edgemate.

WHEREFORE, Defendant Edgemate demands judgment against Additional Defendant Joe Parsons, d/b/a/ Madison-Sanz, Ltd. for credit and offset in the amount of $11,851.60.

Respectfully submitted,

HANAK, GUIDO and TALADAY

By _____
Matthew B. Taladay, Esq.
Attorney for Original Defendant
Edgemate, Inc.

VERIFICATION

I, Harry K. Benjamin, being the President/CEO of Edgemate, Inc., hereby verify that the statements made in the ANSWER AND NEW MATTER 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 the authorities.

Date: 2/20/08 _____

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

Forcey Lumber Company,
a corporation,
Plaintiff,

v.

Edgemate Inc., a corporation,
Defendant.

No. 07-714-CD

Type of Pleading:

AMENDED COMPLAINT

Filed on behalf of:
Plaintiff

Counsel of Record for
this party:

James A. Naddeo, Esq.
Pa I.D. 06820

NADDEO & LEWIS, LLC.
207 E. Market Street
P.O. Box 552
Clearfield, PA 16830
(814) 765-1601

Dated: October 3, 2007

I hereby certify this to be a true
and attested copy of the original
statement filed in this case.

OCT 03 2007

Attest.

Prothonotary/
Clerk of Courts

EXHIBIT "A"

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

Forcey Lumber Company, a corporation, Plaintiff,	*	
v.	*	No. 07-714-CD
Edgemate Inc., a corporation, Defendant.	*	

NOTICE

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

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

Court Administrator
Clearfield County Courthouse
Market and Second Streets
Clearfield, PA 16830

(814) 765-2641, ext. 5982

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

Forcey Lumber Company, a corporation, Plaintiff,	*	
v.	*	No. 07-714-CD
Edgemate Inc., a corporation, Defendant.	*	

AMENDED COMPLAINT

NOW COMES the Plaintiff, Forcey Lumber Company, and by its attorney, James A. Naddeo, Esquire, sets forth the following:

1. That the Plaintiff is Forcey Lumber Company, a corporation, having its principal place of business located at 2020 Shiloh Road, Woodland, Pennsylvania 16881.

2. That the Defendant is Edgemate Inc., a corporation, having its principal place of business located at 33 Closson Road, Roaring Springs, Pennsylvania 16673.

3. That plaintiff is engaged in the business of selling and dealing in various lumber products.

COUNT I - BREACH OF CONTRACT & PROMISE TO PAY

4. That plaintiff incorporates by reference paragraphs one through three above as if set forth in full herein.

5. On or about February 22, 2007, defendant executed a purchase order agreement and purchased from Veneer Resources

Group, LLC (hereinafter "Veneer Resources") several lots of veneer being of different types of wood for the prices as shown on attached invoices. Three invoices evidencing said purchase orders by defendant from Veneer Resources are attached collectively hereto as Exhibit "A" and the same are made a part hereof.

6. That plaintiff had purchased from Veneer Resources all of the same invoices (or bills) as shown in Exhibit A for value. The same is evidenced by the "Remit to" section on each invoice attached hereto collectively as Exhibit A.

7. That plaintiff took the invoices and orders from Veneer Resources in good faith.

8. That plaintiff took the invoices and orders from Veneer Resources without notice that there was any defense or claim in recoupment by defendant against Veneer Resources.

9. On or about February 22, 2007, defendant accepted the invoices (as attached in Exhibit A) in writing upon sight thereof, as appears from the face of the invoice (or bill) and that defendant thereby agreed to pay to plaintiff the same amounts as indicated and agreed upon within each invoice contained in Exhibit A.

10. That the same invoices or bills issued to defendant were due and payable by defendant thirty days from the date the product was received by defendant.

11. That product was delivered to defendant and defendant received possession of all product from Veneer Resources on February 23, 2007. True and correct copies of Bills of Lading corresponding to each purchase order number (P.O. Number) as indicated on each invoice are attached hereto collectively as Exhibit "B."

12. That all product was delivered to defendant in reliance upon defendant's promise to pay the plaintiff as agreed by the parties and evidenced by the Veneer Resources invoices.

13. That on or about April 5, 2007, defendant was specifically instructed by Veneer Resources to remit payment for the subject invoices directly to Forcey Lumber Company. True and correct copy of faxed letter from Veneer Resources to defendant is attached hereto as Exhibit "C."

14. That defendant owes to plaintiff (as evidenced in Exhibit A) the following amounts $24,598.36; $10,997.42 and $6,338.72.

15. That defendant has failed and refuses to pay plaintiff as agreed upon by the parties and as agreed and accepted by defendant.

16. That defendant's failure and refusal to pay constitutes a breach of the agreement and defendant's promise to pay as made by the parties and evidenced in said invoices attached as Exhibit A.

WHEREFORE, Plaintiff demands judgment in its favor and against the defendant in the amount of $41,934.50 with costs and interest thereon from March 25, 2007 forward.

COUNT II - ACCORD & SATISFACTION

17. That plaintiff incorporates by reference paragraphs one through 16 above as if set forth in full herein.

18. That defendant reported to plaintiff that it was withholding payment for all product received pursuant to the orders described in paragraph five hereof.

19. That on or about April 11, 2007, defendant promised plaintiff that it would deliver to plaintiff a check for the product received pursuant to the orders described in paragraph five hereof, on the condition that plaintiff fill an open purchase order for additional veneer product.

20. That on or about April 13, 2007, plaintiff agreed to fill purchase order number PO02006 having an order date of February 27, 2007 and upon plaintiff's agreement to do so defendant issued and delivered a check to plaintiff in-person as promised in the amount of $41,749.54. True and correct copy of purchase order is attached hereto as Exhibit "D."

21. On or about the same day, April 13, 2007, plaintiff returned to its facility and confirmed to defendant that it had in fact filled the purchase order as agreed.

Plaintiff did so by faxing a copy of the bill of lading attached hereto as Exhibit "E."

22. That the parties agreed that the veneer product ordered and filled pursuant to purchase order number 02006 would be placed in the warehouse of Forcey Lumber Company.

23. As agreed by the parties, the veneer product was placed in the warehouse of Forcey Lumber Company.

24. That on or about April 19, 2007 (exact date not known) defendant stopped payment on the check it had issued to plaintiff as described in paragraph 20 above. True and correct copy of said check is attached hereto as Exhibit "F."

25. After defendant stopped payment on the check, Forcey Lumber Company refused to deliver the veneer to defendant.

26. That the veneer ordered by defendant is of a proprietary grade and is specific to defendant's request and needs.

27. That the veneer ordered by defendant to purchase order 02006 is not marketable to the general public or those in the lumber market.

28. That the salvage value of the veneer as described in paragraph 21 is $19,872.63.

29. That defendant owes plaintiff the difference between the salvage value of the veneer ordered pursuant to

purchase order number 02006 and the value as indicated on the purchase order to defendant for the same plus the amount of the check to which it stopped payment. (*See* Exhibit D)

WHEREFORE, plaintiff demands judgment in its favor and against the defendant in the amount of $61,622.17 with costs and interests thereon.

COUNT II - NONPAYMENT OF CHECK

30. That plaintiff incorporates by reference the allegations contained in paragraphs one through 29 above as though set forth at length. 17

31. At all times alleged herein, defendant had various sums of money on deposit with M&T Bank, which M&T Bank agreed to pay to defendant upon defendant's order, by check drawn on such funds, up to the extent of defendant's deposit. 18

32. On March 20, 2007, defendant drew and issued to plaintiff as payee a check upon M&T Bank in the sum of $41,749.54. See Exhibit F attached hereto. 19

33. That defendant delivered the check to plaintiff in-person and represented to plaintiff that it would honor said check on condition that plaintiff fill a purchase order for defendant.

34. Defendant presented the check to plaintiff on April 13, 2007 and plaintiff endorsed the same and deposited said funds into its account with CNB Bank. 20

35. Through the course of CNB Bank's attempt to obtain the funds due and payable to plaintiff on the check as described in paragraph 32 it was determined that defendant refused to pay the sum as written, issued and agreed by the check to be paid to plaintiff. See "Payment Stopped" designation on the check as attached as Exhibit F. True and correct copy of CNB Bank statement indicating "Payment Stopped" by Edgemate Inc., M&T Bank is attached hereto as "G."

36. That when defendant refused to pay the check as described in paragraph 32 which plaintiff had deposited into its own account with CNB Bank, CNB Bank charged to plaintiff a chargeback/fee in the amount of $9.87. See attached Exhibit G.

37. That aforesaid check being presented and dishonored, defendant is liable to plaintiff on the check.

38. Plaintiff is justly due the sum of $41,759.41 plus costs.

WHEREFORE, Plaintiff demands judgment be entered in its favor and against defendant, Edgemate Inc., for the sum of $41,759.41 with interest from March 20, 2007, and costs thereon.

COUNT III - FRAUD

39. That plaintiff incorporates by reference the allegations contained in paragraphs one through 38 above as though set forth at length herein.

40. That defendant agreed to issue payment and a check to plaintiff in the amount due and owing to plaintiff, provided that plaintiff fill a purchase order for defendant.

42. That defendant agreed to issue and did issue said check to plaintiff upon the condition that plaintiff fill a purchase order knowing that defendant did not intend to honor the check or pay for said product it was requesting be filled by plaintiff.

43. That defendant made the misrepresentation as described in paragraph 42 above intending to induce plaintiff to rely upon said agreement by defendant and thereby induced plaintiff to fill an additional purchase order based upon said misrepresentation.

44. That in reliance on defendant's promise to pay for the product plaintiff filled purchase order number 02006 for defendant.

45. Plaintiff did not have reason to know or reasonable cause to know that defendant would not pay for the additional order or honor the check it issued and plaintiff reasonably relied on defendant's promise to pay as agreed upon by the parties to the transactions.

46. That defendant submitted the check as described in paragraph 42 supra to plaintiff with the intent of having plaintiff rely upon this misrepresentation.

47. Plaintiff did not know, nor did it have reasonable cause to know that defendant would not honor the check as written and submitted to plaintiff.

48. Therefore plaintiff's reliance upon defendant's submission of the check to plaintiff was reasonable.

49. As a result of defendant's fraudulent conduct, plaintiff sustained substantial monetary losses including, but not limited to, the loss of $61,622.17.

WHEREFORE, plaintiff demands judgment be entered in its favor and against defendant for damages in an amount in excess of $25,000.00, exclusive of costs and interests to be determined thereon.

COUNT IV - NEGLIGENT MISREPRESENTATION

50. That plaintiff incorporates by reference the allegations contained in paragraphs one through 49 above as though set forth at length.

52. That defendant was acting in a business and professional capacity when defendant accepted and agreed to pay as shown on the invoices it had received on or about February 22, 2007.

53. That defendant was acting in a business and professional capacity when defendant agreed to issue a check it was withholding upon condition that plaintiff fill an additional purchase order for defendant.

54. That defendant misrepresented to plaintiff that defendant would pay for the additional order and honor the check that it issued to plaintiff.

55. That defendant had a duty to honor the check it issued to plaintiff as agreed and to pay plaintiff as agreed upon by the terms of the purchase order number 02006 which defendant requested plaintiff fill.

56. That plaintiff relied upon defendant's misrepresentation when plaintiff filled an additional order for defendant and accepted the check for the amount due and owing by plaintiff.

57. That plaintiff had no cause or reason to know that defendant would not or did not intend to pay for the additional product ordered or that defendant would not honor its check as agreed upon by the parties to the transactions.

58. That as a result of defendant's misrepresentation that it would honor the check issued to plaintiff if plaintiff would fill an additional order for veneer and that defendant would pay for said veneer, plaintiff has sustained substantial monetary losses including, but not limited to, the loss of $61,622.17.

WHEREFORE, plaintiff demands judgment be entered in its favor and against defendant for damages in an amount in

excess of $25,000.00, exclusive of costs and interests to be determined thereon.

NADDEO & LEWIS, LLC

By _____
James A. Naddeo
Attorney for Plaintiff

V E R I F I C A T I O N

I, Brant Forcey, verify that I am the Vice President of Forcey Lumber Company and that I am authorized to execute this verification and further that the statements made in the foregoing Amended Complaint are true and correct upon my personal knowledge or information and belief. 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.

Forcey Lumber Company

By: _____

Brant Forcey, Vice President
Plaintiff

Dated: 09-25-07

Veneer Resources Group LLC.

Veneer Resources Group LLC.
P O Box 1736
Jamestown, NC 27282

(336) 884-3982

Invoice

DATE	INVOICE #
02/22/2007	541
TERMS	DUE DATE
2%- Net 10	03/04/2007

BILL TO	SHIP TO
Edgemate, Inc PO Box 72 Roaring Springs, PA 16673	Edgemate, Inc 333 Glesson Rd Roaring Springs, PA 16673

SHIP VIA	P.O. Number
MSL	POO1861

Service	Description	Amount	Rate	Total
Cherry:Spec 10	- 310558	37216	0.19	7,071.04
Cherry:Spec 10	- 310559	48516	0.19	9,218.04
Maple:Spec 15	- 310404	26180	0.135	3,534.30
Red Oak:Spec 10	- 310627	45475	0.105	4,774.98

SUBTOTAL	$24,598.36
DISCOUNT (2%)	$ -491.97
TOTAL	$24,106.39

REMIT TO:
Forcey Lumber, Inc.
2020 Shiloh Rd
Woodland PA 16881

Exhibit "A"

Veneer Resources Group LLC.

Invoice

Veneer Resources Group LLC.
P O Box 1736
Jamestown, NC 27282

(336) 884-3982

DATE	INVOICE #
02/22/2007	540
TERMS	DUE DATE
2%- Net 10	03/04/2007

BILL TO	SHIP TO
Edgemate, Inc PO Box 72 Roaring Springs, PA 16673	Edgemate, Inc 333 Closson Rd Roaring Springs, PA 16673

SHIP VIA	P.O. Number
MSL	PO01910

Service	Description	Amount	Rate	Total
Poplar:Spec 15	- 289644	39657	0.14	5,551.98
Poplar:Spec 15	- 289650	38896	0.14	5,445.44

SUBTOTAL	$10,997.42
DISCOUNT (2%)	$ -219.95
TOTAL	$10,777.47

REMIT TO:
Forcey Lumber, Inc.
2020 Shiloh Rd
Woodland PA 16881

Veneer Resources Group LLC.

Invoice

Veneer Resources Group LLC.
P O Box 1736
Jamestown, NC 27282

(336) 884-3982

DATE	INVOICE #
02/22/2007	547
TERMS	DUE DATE
2%- Net 10	03/04/2007

BILL TO
Edgemate, Inc PO Box 72 Roaring Springs, PA 16673

SHIP TO
Edgemate, Inc 333 Glosson Rd Roaring Springs, PA 16673

SHIP VIA	P.O. Number
MSL	POOO1981

Service	Description	Amount	Rate	Total
Ash:Spec 10	• VRG-2217	39617	0.16	6,338.72

SUBTOTAL	$6,338.72
DISCOUNT (2%)	$ -126.77
TOTAL	$6,211.95

REMIT TO:
Forcey Lumber, Inc.
2020 Shiloh Rd
Woodland PA 16881

BILL OF LADING

541

Veneer Resources Group

P.O. Box 1736 Jamestown, NC 27282
Phone: (336) 884-3982 Fax: (336) 884-3983

Date: 2-22-20 PO# P0001861

Shipper

Veneer Resources Group
14-B N. Robbins Street
Thomasville, NC 27360

Consignee

Edgemate
333 Closson Road
Roaring Springs, PA 16673

Pallet #	Specie	Footage	Spec #	Price
√310558	Cherry	37216	10	.19
√310559	Cherry	48516	10	.19
√310404	Maple	26180'	15	.135
√310627	Red Oak	45476	10	.105

Shipper Certification:

Shipper Signature: Veneer Resources Date 2-22-2007

Received By: Karla Keagy Date 2-23 20 07

Exhibit "R"

BILL OF LADING

#547

Veneer Resources Group

P.O. Box 1756 Jamestown, NC 27282
Phone: (336) 884-5982 Fax: (336) 884-5983

Date: 2 - 22 - 2007 PO# P0001981

Shipper

Veneer Resources Group
14-B N. Robbins Street
Thomasville, NC 27360

Consignee

Edgemate
333 Closson Road
Roaring Springs, PA 16673

Pallet #	Specie	Footage	Spec #	Price
VRG-2217	Ash	39.617	10	.16

Shipper Certification:

Shipper Signature: Veneer Resources Date 2-22-2007

Received By: Karla Keagy Date 2-23 2007

BILL OF LADING

#540

Veneer Resources Group

P.O. Box 1756 Jamestown, NC 27282
Phone: (336) 884-5982 Fax: (336) 884-5983

Date: 2-22-20 07 PO# P001910

Shipper

Veneer Resources Group
14-B N. Robbins Street
Thomasville, NC 27360

Consignee

Edgemate
333 Closson Road
Roaring Springs, PA 16673

Pallet #	Specie	Footage	Spec #	Price
V289444	Poplar	39,657'	15	.14
V289650	Poplar	38,896'	15	.14

Shipper Certification:

Shipper Signature: Veneer Resources Date 2-22-2007

Received By: Paula Keagy Date 2-23 2007

Veneer Resources Group
P O Box 1736
Jamestown NC 27282
Phone Number 336-884-3982
Fax Number 336-884-3983

Message:

To:	Edgemate, Inc	From:	Joe Parsons
CC:	Accounting Dept.	Date:	04-05-07

To Whom It May Concern,

In regards to Veneer Resources Group invoices 540, 541, 547, these invoices are Payable and remit to Forcey Lumber , Inc. as stated at the bottom of the invoice.

Thank You

Joe Parsons

Exhibit "C"

EDGEMATE
Purchase Order

Edgemate, Inc.
Roaring Spring Plant
333 E. Closson Road
Roaring Spring, PA. 16673 USA
Tel: 814-224-5137 Fax: 814-224-2534

Order Number	Order Date	Page
P002006	02-27-07	

Ordered From : Forcay Lumber Company, Inc.
2020 Shiloh Road
Woodland, PA 16881
USA

Ship To : Edgemate, Inc.
333 Closson Road
Roaring Spring, PA 16673
USA

All monetary values expressed in : US DOLLAR

Buyer	Terms	Acknowledge	FOB	Ship Via
ALARDIER	1.0%/10 days,Net 3		DESTINATION	MOST ECONOMICAL

Line No	Order Qty / Blanket Type	Our Item Number / Description / Comments / Your Item Number	Warehouse Unit Price	Request Date / Unit Measure	Extended Price	Change / Cancel
001	50,000	1200074 RV EMD SPEC DOOR CHERRY F/C 1/42 7 FT.	0.1550	4/16/2007 SF	7,750.00	
002	80,000	1200049 RV EMD SPEC 15 DOOR MAPLE F/C 1/42 7 FT. SPECIAL EDGEMATE GRADE DOOR	0.1350	4/16/2007 SF	10,800.00	
003	50,000	1200047 RV EMD SPEC DOOR OAK RED F/C 1/42 7 FT. SPECIAL EDGEMATE GRADE DOOR COMBINATION OF QTRS AND HEARTWOOD.	0.1100	4/16/2007 SF	5,500.00	
004	28,000	1200220 RV ABP SPEC 10 WHT OAK RIFT 1/42 8 FT AB GRADE PANEL	0.2200	4/16/2007 SF	6,160.00	
005	40,000	1200219 RV ABP SPEC 10 WHT OAK 1/42 8 FT. AB GRADE PANEL	0.1400	4/16/2007 SF	5,600.00	

ATTN: TERRY
FAX: 814-857-7298

PO P002006 TOTAL IN US DOLLARS **35,810.00**

Exhibit "A"

THIS SHIPPING ORDER must be legibly filled in, in ink, in indelible pencil, or in Carbon, and retained by the Agent.

RECEIVE, subject to the classifications and tariffs in effect on the date of issue of this Shipping Order.

From ATLANTIC VENEER CORPORATION (Name of Carrier) Carrier's No.

At BEAUFORT NC 28516 USA 4/16/07 Pur. Order No.

Shippers No. 41919

the property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated below, which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its route, otherwise to deliver to another carrier on the route to said destination. It is agreed, as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the conditions of the Uniform Domestic Straight Bill of Lading set forth in the Uniform Freight Classification in effect on the date hereof, if this is a rail or a rail-water shipment, or (2) in the applicable motor carrier classification or tariff if this is a motor carrier shipment. Shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of lading, including those on the back hereof, set forth in the classification or tariff which governs the transportation of this shipment, and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

Consigned to Edgewater

Destination Roaring Spring, Pa. State 16673 County

MAIL OR STREET ADDRESS OF CONSIGNEE - FOR PURPOSES OF NOTIFICATION ONLY

Route

Delivery Address ★333 Clover Rd

(TO BE USED ONLY WHEN SHIPPER DEFINES AND COMBINING CARRIER PROVIDES FOR DELIVERY THEREAT)

Delivering Carrier Car or Vehicle Initials PT 814 224-5975

NO. PACKAGES	KIND OF PACKAGES, DESCRIPTION OF ARTICLES, SPECIAL MARKS, AND EXCEPTIONS	*WEIGHT (SUB. TO COR.)	CLASS OR RATE	CHECK COLUMN
8	Pallets of Veneer	20,008		
	Picked up on Company Truck			

Subject to Section 7 of Conditions of applicable bill of lading, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement. The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

Signature of Consignor

If charges are to be prepaid, write or stamp here, "to be Prepaid."

Received $ to apply in prepayment of the charges on the property described hereon.

Agent or Cashier

Per (The signature here acknowledges only the amount prepaid.)

Charges Advanced: $

C.O.D. SHIPMENT
C. O. D. Amt.
Collection Fee
Total Charges

*If the shipment moves between two ports by a carrier by water the law requires that the bill of lading shall state whether it is carrier's or shipper's weight. NOTE — Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property. The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding

per Wayne

This is to certify that the above named articles are properly classified, described, packaged, marked and labeled, and are in proper condition for transportation, according to the applicable regulations of the Department of Transportation.

ATLANTIC VENEER CORPORATION
PO BOX 660
BEAUFORT NC 28516 USA
Permanent post-office address of shipper

Shipper per Bruce Owen

Agent Janell Jones 2

Agent must detach and retain this Shipping Order and must sign the Original Bill of Lading.

Exhibit "E"

006719

EDGEMATE, INC.
P.O. BOX 72
ROARING SPRING, PA 16673

M&T Bank
All the bank you'll ever need.
60-295/313

CONTROL NO. 5740

DATE 3/20/2007

AMOUNT $41,749.54

FORTY-ONE THOUSAND SEVEN HUNDRED FORTY-NINE AND 54/100 US$

PAYMENT STOPPED
US FUNDS

Forcey Lumber Company, Inc.
2020 Shiloh Road
Woodland, PA 16881
USA

⑈006719⑈ ⑆031302955⑆ 8892643878⑈ ⑈00041749⑈54⑈

RMS 5/07 FIC

16137538881
04172007
031000040 FRB-PHILA
CNT=1900 TRC=1900 PK=30

[illegible] OLNEY FIELD, PA
202007
[illegible]B-PHILA
T=5833 TRC=5611 [illegible]
[illegible]
[illegible]
04/20/2007 7:08:18 19

SUBSEQUENT COLLECTING BANK USE ONLY

FOR DEPOSITORY BANK USE ONLY

YOUR ENDORSEMENT IN THE ABOVE AREA ONLY
DO NOT SIGN, WRITE OR STAMP BELOW THIS LINE

14669865

Forcey Lumber Co., Inc.
BYD

Exhibit "F"

CNB BANK
PO BOX 42 1 S 2ND ST
CLEARFIELD PA 16830

CONFIRMATION OF
TRANSACTION
NOTICE

FOR PERSONAL ASSISTANCE CALL:
1-800-492-3221

PAGE: 1

DATE OF TRANSACTIONS 04-20-07

FORCEY LUMBER CO INC
2020 SHILOH RD
WOODLAND PA 16881-8121

ACCOUNT NUMBER
0001469865

THE FOLLOWING TRANSACTIONS WERE POSTED TO YOUR ACCOUNT
ON 04-20-07 FOR THE AMOUNT SHOWN:

DESCRIPTION	AMOUNT
CHARGEBACK/FEE $5.87	
PAYMENT STOPPED	
EDGEMATE INC	
M&T BANK	41,749.54

200:639(10/70)

Exhibit "G"

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

Forcey Lumber Company, a corporation, Plaintiff,	*	
v.	*	No. 07-714-CD
Edgemate Inc., a corporation, Defendant.	*	

CERTIFICATE OF SERVICE

I, James A. Naddeo, Esquire, do hereby certify that a certified copy of Amended Complaint was served on the following and in the following manner on the 3rd day of October, 2007:

First-Class Mail, Postage Prepaid

Matthew B. Taladay, Esquire
HANAK, GUIDO & TALADAY
3 South Brady Street
P.O. Box 487
DuBois, PA 15801

NADDEO & LEWIS, LLC

By: James A. Naddeo
James A. Naddeo
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

FORCEY LUMBER COMPANY, a corporation, Plaintiff vs. EDGEMATE INC., a corporation, Defendant	CIVIL DIVISION No. 07-714-CD Type of Pleading: **ANSWER AND NEW MATTER** Filed on Behalf of: Defendant Counsel of Record for This Party: Matthew B. Taladay, Esq. Supreme Court No. 49663 Hanak, Guido and Taladay 528 Liberty Boulevard P. O. Box 487 DuBois, PA 15801 814-371-7768

Dated: October 29, 2007

You are hereby notified to plead to the within pleading within twenty (20) days of service thereof or default judgment may be entered against you.

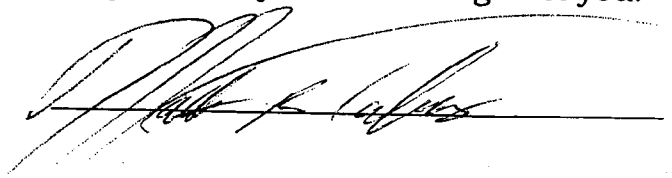


EXHIBIT "B"

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

FORCEY LUMBER COMPANY, a corporation, Plaintiff	:	
vs.	:	No. 07-714-CD
EDGEMATE INC., a corporation, Defendant	:	

ANSWER

AND NOW, comes the Defendant, Edgemate, Inc., by its attorneys, Hanak, Guido and Taladay, and hereby responds to Plaintiff's Complaint as follows:

1. Upon information and belief, admitted.

2. Admitted.

3. Upon information and belief, admitted.

COUNT I - Breach of Contract & Promise to Pay

4. The responses to paragraphs one through three are incorporated by reference as if set forth in full herein.

5. Admitted in part and denied in part. It is admitted that on February 22, 2007, the Defendant entered a Purchase Order for purchase from Veneer Resources Group, LLC several lots of veneer involving different types of wood. It is denied, however, that this Purchase Order represented the entire agreement of the parties, in that

the purchase was made subject to the right of Edgemate, Inc. to reject and receive credit for non-conforming materials.

6. Denied. After reasonable investigation, Defendant is without sufficient information to form a belief as to whether Plaintiff purchased from Veneer Resources any right under the invoices set forth in Exhibit "A". By way of further answer, any assignment of the rights of Veneer Resources is under and subject to the terms, conditions, limitations and defenses as between Edgemate, Inc. and Joe Parsons, doing business as Madison Sanz and Veneer Resources.

7. After reasonable investigation, Defendant is without information sufficient to form a belief as to the truth of the averments set forth in paragraph 7 of Plaintiff's Complaint, and, therefore, the same are denied and strict proof thereof is demanded at the time of trial.

8. After reasonable investigation, Defendant is without information sufficient to form a belief as to the truth of the averments set forth in paragraph 8 of Plaintiff's Complaint, and, therefore, the same are denied and strict proof thereof is demanded at the time of trial. By way of further answer, it is averred that Veneer Resources assignment to the Plaintiff, if any, is under and subject to the same terms, conditions, limitations and defenses as between Edgemate, Inc. and Joe Parsons, doing business as Veneer Resources.

9. Admitted in part and denied in part. It is admitted that Defendant received invoices set forth in Exhibit "A" on or about

February 22, 2007. It is denied that Defendant at any time agreed to pay to Plaintiff monies. To the contrary, Edgemate, Inc. asserts that its contract was at all times with Veneer Resources and that all payments were due and owing to Veneer Resources under and subject to offsets and/or credits for non-conforming products.

10. Denied as stated. The terms of the invoices speak for themselves and Defendant Edgemate, Inc. denies any paraphrase, summarization or characterization of these terms.

11. Admitted. By way of further answer, it is averred that a substantial quantity of the product delivery was substandard and/or non-conforming and therefore subject to credit or offset payment.

12. Denied as stated. To the contrary, the product was delivered to Defendant in accordance with the terms, conditions, customs and practices established by the parties and which included Defendant Edgemate, Inc.'s right to reject non-conforming or substandard product and to be afforded credit or offset in the amount of such product.

13. Admitted in part and denied in part. It is admitted that the "Message" (Exhibit "C" to Plaintiffs Amended Complaint) dated April 5, 2007 was sent from Joe Parsons to Edgemate. The contents of the message speaks for itself. It is denied that Edgemate owed complete payment for the subject invoices, whether to Veneer Resources Group or

Forcey Lumber, Inc., as the amounts billed were subject to credit and offset for non-conforming or substandard goods.

14. Denied.

15. Denied as stated. The Defendant refuses to pay Plaintiff amounts demanded by Plaintiff in that the claims of Plaintiff are subject to credit and/or offset for substandard and non-conforming products.

16. This paragraph constitutes a conclusion of law to which no response is required. To the extent a response is required, Defendant denies any alleged breach of promise to pay and further denies any obligation whatsoever to Plaintiff.

WHEREFORE, Defendant demands judgment in its favor.

Count II – Accord and Satisfaction

17. Defendant incorporates by reference paragraphs 1 through 16 above as if set forth in full.

18. Admitted in part and denied in part. It is admitted that Defendant reported to Plaintiff that payment would be withheld and that Defendant was exercising its rights to credit and offset against the invoiced amount. Defendant made further attempts to have the non-conforming goods returned, replaced or otherwise credited against the invoiced amount. Defendant at all times acted within its rights to reject non-conforming goods, withhold payment, and request the goods be replaced or credit be issued.

19. Denied. Any promise of payment made by Defendant was subject to defendant's claim of credit and offset for non-conforming and substandard goods. It is denied that Defendant ever waived the right of setoff or credit for sub-standard product against the purchase orders described in paragraph five.

20. Admitted in part and denied in part. The contents and dates of purchase order number PO02006 are admitted. It is further admitted that Defendant tendered a check in the amount of $41,749.54. It is denied that Defendant promised unconditionally to pay this amount. To the contrary, the check was issued in error and payment was stopped. By way of further answer, Defendants obligation to pay for purchase orders was at all times subject to the right of setoff or credit for sub-standard product. Upon inspection of the products delivered by Plaintiff, and discovery that the products were running out of specification and were substandard, Defendant was entitled to substantial credits against the invoiced amounts, as more fully set forth in the "New Matter" hereto.

21. Admitted in part and denied in part. It is admitted that Plaintiff advised defendant that the subject purchase order had been filled. It is denied that the purchase order was filled "as agreed." To the contrary, a substantial part of the goods delivered were substandard and out of contract specifications.

22. Admitted.

23. Admitted.

24. Admitted.

25. Admitted.

26. Denied. It is denied that the veneer product delivered by Plaintiff is of a proprietary grade and is specific to defendant's request and needs. To the contrary, the products delivered by Plaintiff were running 10% - 15% out of specification, was not a proprietary grade, and was not suitable for defendants needs. Accordingly, defendant had the right to reject the substandard goods and receive credit or offset against the invoiced amounts, as is more fully set forth in "New Matter" hereto.

27. Denied. Defendant is without sufficient information to admit or deny whether the veneer is marketable to other parties. This allegation is therefore denied, and strict proof is demanded.

28. Denied. Defendant is without sufficient information to admit or deny the salvage value of the veneer. This allegation is therefore denied, and strict proof is demanded.

29. Denied. It is denied that Defendant owes Plaintiff the difference between the value on the purchase order and the salvage value. To the contrary, Defendant is entitled to offset the purchase order value with credits for non-conforming or substandard product as more fully set forth in "New Matter" hereto.

WHEREFORE, Defendant, Edgemate, Inc. demands judgment in its favor.

Count II - Nonpayment of Check

30. Defendant incorporates by reference paragraphs 1 through 29 above as if set forth in full.

31. Admitted.

32. Admitted. However, by way of further answer, it is averred that this check was issued in error and subsequently payment was stopped.

33. Admitted in part and denied in part. It is admitted that the Check was delivered to plaintiff. It is denied that defendant represented that the check would be honored on the condition of plaintiff filling a purchase order. To the contrary, the check was issued in error and payment was subsequently stopped. Payment on the outstanding invoices is subject to defendant's claim of credit and offset for non-conforming and substandard goods.

34. Admitted in part and denied in part. It is admitted that Defendant presented the check to Plaintiff on or about March 20, 2007. By way of further answer, it is averred that this presentation was in error and a stop payment was subsequently issued on the check. With regard to the remaining allegations of paragraph 34, the Defendant is, after reasonable investigation, without information sufficient to form a belief as to the truth of the averments, and, therefore, the same are denied and strict proof thereof is demanded at the time of trial.

35. Upon information and belief, admitted.

36. After reasonable investigation, Defendant is without information sufficient to form a belief as to the truth of the averments set forth in paragraph 22 of Plaintiff's Complaint, and, therefore, the same are denied and strict proof thereof is demanded at the time of trial.

37. Denied. To the contrary, Defendant has no liability to the Plaintiff.

38. Denied. To the contrary, Defendant owes no monies to Plaintiff.

WHEREFORE, Defendant, Edgemate, Inc. demands judgment in its favor.

Count III – Fraud

39. Defendant, Edgemate, Inc., incorporates by reference its responses to paragraphs 1 through 38 above as if set forth in full.

40. Denied. To the contrary, Defendant agreed to pay Veneer Resources for product, subject to credits and offsets for substandard or non-conforming product.

41. [The Amended Complaint does not contain paragraph 41].

42. Denied. To the contrary, Defendant agreed to pay Veneer Resources on the condition that plaintiff fill a purchase order, subject to the right of inspection and credit and/or offset for non-conforming or substandard goods. It is further denied that Defendant issued a check knowing that Defendant did not intend to honor the check or pay for the product. Defendant made no misrepresentation to

Plaintiff. To the contrary, it is averred that the check that was presented to Plaintiff was in error and payment thereon was promptly stopped. It is further averred that Defendant has the right, after opportunity to inspect the goods, to offset against the invoiced amount for substandard product.

43. Denied. Defendant, Edgemate, Inc., made no representations whatsoever to Plaintiff. Defendant, Edgemate, Inc., had an agreement with Joe Parsons, doing business as Veneer Resources which entitled Edgemate, Inc. to credits and/or offsets for non-conforming and/or substandard product. By way of further answer, Edgemate, Inc. denies any allegations of misrepresentation.

44. Denied. The Defendant, Edgemate, Inc., does not know on what basis or under what terms the Plaintiff purchased invoices from Veneer Resources. By way of further answer, however, it is averred that Veneer Resources can transfer no greater right in the invoices than it itself holds, and therefore, the transfer of the right to collect under the invoices are under and subject to claims for offset, adjustment or credit for non-conforming product.

45. After reasonable investigation, Defendant is without information sufficient to form a belief as to the truth of the averments set forth in paragraph 29 of Plaintiff's Complaint, and, therefore, the same are denied and strict proof thereof is demanded at the time of trial. By

way of further answer, it is averred that Plaintiff's rights under the assigned invoices can be no greater than those of Veneer Resources.

46. Denied. By way of further answer, Defendant, Edgemate, Inc., incorporates its responses to paragraphs 42 and 43.

47. Defendant does not know what Plaintiff knew or did not know, therefore, this allegation is denied. However, by way of further answer, it is averred that Defendant had no obligations to make any payments to Plaintiff, and therefore, the check issued to Plaintiff was in error.

48. Denied. It is specifically denied that Plaintiff in any way relied on remission of the check to take any action or refrain from taking any action to its detriment.

49. Denied. Defendant, Edgemate, Inc., specifically denies all allegations of fraudulent conduct and further denies it is responsible to Plaintiff for any alleged monetary loss.

WHEREFORE, Defendant, Edgemate, Inc., demands judgment in its favor.

Count IV – Negligent Misrepresentation

50. Defendant, Edgemate, Inc., incorporates by reference paragraphs 1 through 49 above as if set forth in full.

51. [The Amended Complaint does not contain paragraph 51.]

52. Denied as stated. To the contrary, the Defendant accepted the invoices of Veneer resources in the regular course of

business and in accordance with the manner and practices established as between the parties, including the right of Edgemate, Inc. to reject and receive credit for non-conforming and/or substandard product.

53. Denied as states. To the contrary, the Defendant issued a check in error which was promptly stopped. Defendant was at all times acting in the regular course of business and in accordance with the manner and practices established as between the parties, including the right of Edgemate, Inc. to reject and receive credit for non-conforming and/or substandard product.

54. Denied. To the contrary, Defendant, Edgemate, Inc., made no misrepresentations.

55. Denied. To the contrary, Defendant, Edgemate, Inc. has no responsibility to the Plaintiff.

56. Denied. Defendant specifically denies any allegations of misrepresentation and further denies that Plaintiff in any way justifiably relied upon representation of Defendants to its detriment.

57. Defendant does not know what Plaintiff had cause or reason to know, therefore this allegation is denied. By way of further answer, it is denied that Defendant did not intend to pay as agreed upon between the parties to the transaction. Defendant, Edgemate, Inc. at all times has dealt in good faith and in the usual course of business with Joe Parsons, doing business as Madison Sanz and Veneer Resources.

58. Denied. Defendant, Edgemate, Inc. specifically denies all allegations of misrepresentation and further denies being responsible to Plaintiff in any way.

WHEREFORE, Defendant, Edgemate, Inc., demands judgment in its favor.

NEW MATTER

59. Defendant, Edgemate, Inc., had an ongoing business relationship with a provider named Joe Parsons. In January, 2007 Mr. Parsons notified representatives of Edgemate, Inc. that his old company was defunct and that his new company was now called Veneer Resources Group.

60. In February, 2007, Joe Parsons notified the accounting department of Defendant to remit checks to Forcey Lumber. Thereafter, purchase orders were still issued by and check made payable to Veneer Resources Group, however, the checks were mailed to the attention of Forcey Lumber.

61. On February 9, 2007, check #6323 was issued and mailed to Veneer Resources Group for invoice numbers 525 and 526. Payments totaled $29,327.25.

62. On or about March 26, 2007, Defendant received invoice numbers 540, 541, and 547 which contained a "remit to" indicating Forcey Lumber.

63. On March 2, 2007, check #6539 in the amount of $40,771.82 was issued to Veneer Resources Group in payment for invoice numbers 540, 541 and 547.

64. On March 20, 2007, check #6539 was voided due to requests of Joe Parsons that the check be issued payable directly to Forcey Lumber. Check #6719 was issued to Forcey Lumber in payment of invoice number 540, 541 and 547. This check was in the amount of $41,749.54. (The higher amount being due to the discount expiring.)

65. On or about April 2, 2007, Joe Parsons contacted representatives of Edgemate and requested that all open purchase orders from Veneer Resources Group be changed to Forcey Lumber.

66. On or about April 16, 2007, representatives of Edgemate, Inc. became aware that a purchase order made out to Veneer Resources Group was late in delivery. It was communicated that Joe Parsons was waiting for payment from the shipment under purchase order #P001909. It was determined by the CEO of Edgemate, Inc. that check #6719 had mistakenly been made to Forcey Lumber instead of VRG, and therefore instructions were given to stop payment on the check.

67. On or about April 16, 2007 management of Edgemate, Inc. became aware that the product provided by Joe Parsons, d/b/a Veneer Resources Group under purchase order P01909 had been running 10% - 15% out of specifications and that substantial credits were due to Edgemate.

68. On or about April 16, 2007 Joe Parsons requested Edgemate, Inc.'s accounting department to make payment to Forcey Lumber for invoice numbers 540, 541 and 547.

69. On or about April 16, 2007 representatives of Edgemate, Inc. participated in a conference call with Plaintiff's representative Brandt Forcey wherein Plaintiff's representative advised that there was no legal contract or agreement between Joe Parsons and Forcey Lumber.

70. Plaintiff's representative, Brandt Forcey, was also advised that all claims for amounts due and owing for product provided by Parsons, d/b/a Veneer Resources and Madison Sanz, were subject to significant adjustment for non-conforming or substandard product.

71. The veneer lumber provided by Veneer Resources Group to Defendant, Edgemate, Inc. is substantially out of compliance with the agreed upon specifications between the parties and a large part is unusable by Edgemate, Inc. for its intended purpose.

72. All claims which Plaintiff may have by virtue of assignment or purchase of invoice rights of Veneer Resources are barred

or limited by the right of offset of Edgemate, Inc. for non-conforming product supplied by Joe Parsons, doing business as Veneer Resources or Madison Sanz.

73. Defendant is entitled to credit and offset against the amount due under Purchase Orders 540, 541 and 547 as alleged in the Complaint, for all non-conforming and substandard products supplied by Joe Parsons - doing business as Madison Sanz, Veneer Resources and/or Forcey Lumber Company in breach of the terms and conditions of the ongoing business relationship between Joe Parsons and Defendant.

74. Defendant is entitled to offset in the amount of $40,590.22 against the damages alleged in Plaintiff's Complaint. The credits due to Defendant Edgemate, Inc. are listed on Exhibit A attached hereto and incorporated herein by reference.

WHEREFORE, Defendant Edgemate, Inc. demands judgment in its favor.

Respectfully submitted,

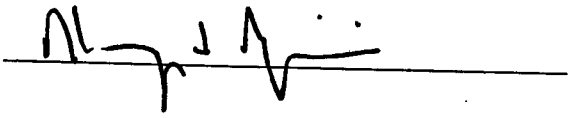
HANAK, GUIDO and TALADAY

By _____
Matthew B. Taladay, Esq.
Attorney for Defendant

VERIFICATION

I, Harry K. Benjamin, being the President/CEO of Edgemate, Inc., hereby verify that the statements made in the ANSWER AND NEW MATTER 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 the authorities.

Date: 10/23/07



Edgemate, Inc.
Credits Outstanding

8/29/2007

Date	Company	Inv/DM#	Amount
2/16/2007	Madison Sanz	2298	222.00
2/27/2007	Madison Sanz	2302	621.18
2/27/2007	Madison Sanz	2303	825.44
2/27/2007	Madison Sanz	2299	841.70
2/27/2007	Madison Sanz	2300	345.80
2/27/2007	Madison Sanz	2301	584.00
2/27/2007	Madison Sanz	2304	303.75
2/27/2007	Madison Sanz	2305	317.63
2/27/2007	Madison Sanz	2306	125.71
2/27/2007	Madison Sanz	2307	307.65
2/27/2007	Madison Sanz	2308	252.46
2/28/2007	Madison Sanz	2309	449.00
3/14/2007	Madison Sanz	2311	303.49
3/19/2007	Madison Sanz	2312	329.59
3/20/2007	Madison Sanz	2313	239.30
4/2/2007	Madison Sanz	2315	199.22
4/4/2007	Madison Sanz	4/4/2007	728.50
4/10/2007	Madison Sanz	4/10/2007	151.04
5/11/2007	Madison Sanz	5/11/2007	1,453.06
5/11/2007	Madison Sanz	5/11/2007	631.20
6/7/2007	Madison Sanz	6/7/2007-1	886.06
6/7/2007	Madison Sanz	6/7/2007-2	1,733.82
2/27/2007	Veneer Resources	562	142.72
3/2/2007	Veneer Resources	564	1,195.04
3/2/2007	Veneer Resources	565	149.76
3/5/2007	Veneer Resources	567	603.92
3/5/2007	Veneer Resources	568	199.08
3/8/2007	Veneer Resources	572	4,264.80
3/21/2007	Veneer Resources	581	1,885.94
3/22/2007	Veneer Resources	589	475.16
3/22/2007	Veneer Resources	3/22/2007	312.50
3/27/2007	Veneer Resources	3/27/2007	1,585.50
4/2/2007	Veneer Resources	4/2/2007-1	1,852.16
4/2/2007	Veneer Resources	4/2/2007-2	533.54
4/9/2007	Veneer Resources	4/9/2007	1,168.60
4/10/2007	Veneer Resources	4/10/2007	2,595.68
4/10/2007	Veneer Resources	4/10/2007	1,103.32
4/17/2007	Veneer Resources	4/17/2007	2,247.84
4/23/2007	Veneer Resources	4/23/2007	2,290.68
4/30/2007	Veneer Resources	4/30/2007	330.14
6/18/2007	Veneer Resources	6/18/2007	5,802.24
GRAND TOTAL			**40,590.22**

EXHIBIT A

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

FORCEY LUMBER COMPANY, a corporation, Plaintiff	:	
vs.	:	No. 07-714-CD
EDGEMATE INC., a corporation, Defendant	:	

CERTIFICATE OF SERVICE

I certify that on the 29th day of October, 2007, a true and correct copy of the foregoing Answer and New Matter was forwarded via first class U.S. mail, postage prepaid, addressed as follows:

James A. Naddeo, Esq.
Trudy G. Lamadue, Esq.
Attorneys for Plaintiff
NADDEO & LEWIS, LLC
P.O. Box 552
Clearfield, PA 16830

Matthew B. Taladay, Esq.
Attorney for Defendant

DISCLAIMER
11-20-07

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

Forcey Lumber Company, a corporation,
Plaintiff,

v.

Edgemate Inc., a corporation,
Defendant.

No. 07-714-CD

Type of Pleading:

REPLY TO NEW MATTER

Filed on behalf of:
Plaintiff

Counsel of Record for this party:

James A. Naddeo, Esq.
Pa I.D. 06820

NADDEO & LEWIS, LLC.
207 E. Market Street
P.O. Box 552
Clearfield, PA 16830
(814) 765-1601

Dated: November 19, 2007

I hereby certify this to be a true and attested copy of the original statement filed in this case.

NOV 19 2007

Attest.

William L. Shaw
Prothonotary/
Clerk of Courts

EXHIBIT "C"

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

Forcey Lumber Company, a corporation, Plaintiff,	*	
v.	*	No. 07-714-CD
Edgemate Inc., a corporation, Defendant.	*	

REPLY TO NEW MATTER

NOW COMES the Plaintiff, Forcey Lumber Company, and by its attorney, James A. Naddeo, Esquire, sets forth the following in reply to Defendant's New Matter:

59. Denied. After reasonable investigation Plaintiff is without knowledge or information sufficient to form a belief as to the truth of said averment.

60. Denied. After reasonable investigation Plaintiff is without knowledge or information sufficient to form a belief as to the truth of said averment. In further answer thereto, Forcey did receive one check payable to Veneer Resources Group which was endorsed to Forcey by Joe Parsons.

61. Denied. After reasonable investigation Plaintiff is without knowledge or information sufficient to form a belief as to the truth of said averment.

62. Denied in part, admitted in part. Denied, after reasonable investigation Plaintiff is without knowledge or information sufficient to form a belief as to the truth of when

Defendant received said invoices. It is admitted that the named invoices contained a "Remit to" indicating Forcey Lumber.

63. Denied. After reasonable investigation Plaintiff is without knowledge or information sufficient to form a belief as to the truth of said averment.

64. Denied in part, admitted in part. Denied, after reasonable investigation Plaintiff is without knowledge or information sufficient to form a belief as to whether check # 6539 was voided by Defendant or that this act was done at the request of Joe Parsons. It is admitted that check #6719 was issued to Forcey as stated in paragraph 64 by Defendant.

65. Denied. After reasonable investigation Plaintiff is without knowledge or information sufficient to form a belief as to the truth of said averment. In further answer thereto, it is alleged that Forcey did receive one open purchase order being number PO02006 dated February 2, 2007 which is pled as Exhibit D to Plaintiff's Amended Complaint and incorporated herein by reference.

66. Denied. In further answer thereto, it is alleged that Forcey did fill the open purchase order as identified in paragraph 65 above on schedule, at which time Forcey was informed by Defendant's representative, Harry Benjamin, that Defendant would not accept delivery of the order and it was agreed

that the order would be temporarily housed at Forcey's warehousing facility in Woodland, Pennsylvania.

67. Denied. After reasonable investigation Plaintiff is without knowledge or information sufficient to form a belief as to the truth of said averment.

68. Denied. On the contrary, it is alleged that the check to Forcey was written payable to Forcey Lumber Company on March 20, 2007.

69. Denied as stated. To the contrary, it is alleged that Brant Forcey informed Defendant's representative that there was no business association and/or relationship between Forcey and Veneer Resources Group beyond the purchase of Veneer Resources Group invoices 540, 541 and 547.

70. Denied as stated. On the contrary, it is alleged that Plaintiff's representative, Brant Forcey, was never informed of any claim for offsets by Edgemate, Inc. against Parsons, d/b/a Veneer Resources and Madison Sanz until on or about April 13, 2007 after Defendant delivered check #6719 to Forcey for payment of 540, 541 and 547.

71. Denied. After reasonable investigation Plaintiff is without knowledge or information sufficient to form a belief as to the truth of said averment.

72. States a legal conclusion to which no answer is required by Plaintiff.

73. States a legal conclusion to which no answer is required by Plaintiff.

74. States a legal conclusion to which no answer is required by Plaintiff.

WHEREFORE, Plaintiff demands judgment in its favor and against the Defendant.

NADDEO & LEWIS, LLC

By _____
James A. Naddeo
Attorney for Plaintiff

V E R I F I C A T I O N

I, Brant Forcey, verify that I am the Vice President of Forcey Lumber Company and that I am authorized to execute this verification and further that the statements made in the foregoing Reply to New Matter are true and correct upon my personal knowledge or information and belief. 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.

Forcey Lumber Company

By: _____
Brant Forcey, Vice President
Plaintiff

Dated: 11-15-07

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

Forcey Lumber Company, a corporation, Plaintiff,	*	
v.	*	No. 07-714-CD
Edgemate Inc., a corporation, Defendant.	*	

CERTIFICATE OF SERVICE

I, James A. Naddeo, Esquire, do hereby certify that a certified copy of Reply to New Matter was served on the following and in the following manner on the 19th day of November, 2007:

First-Class Mail, Postage Prepaid

Matthew B. Taladay, Esquire
HANAK, GUIDO & TALADAY
3 South Brady Street
P.O. Box 487
DuBois, PA 15801

NADDEO & LEWIS, LLC

By: James A. Naddeo
James A. Naddeo
Attorney for Plaintiff

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

FORCEY LUMBER COMPANY, a corporation, Plaintiff	:	
vs.	:	No. 07-714-CD
EDGEMATE INC., a corporation, Defendant	:	

CERTIFICATE OF SERVICE

I certify that on the 26th day of February, 2008, a true and correct copy of the foregoing COMPLAINT TO JOIN ADDITIONAL DEFENDANTS was forwarded via first class U.S. mail, postage prepaid, addressed as follows:

James A. Naddeo, Esq.
Trudy G. Lumadue, Esq.
Attorneys for Plaintiff
NADDEO & LEWIS, LLC
P.O. Box 552
Clearfield, PA 16830

Matthew B. Taladay, Esq.
Attorney for Defendant

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

FORCEY LUMBER COMPANY :

VS. : NO. 07-714-CD

EDGEMATE, INC. :

O R D E R

AND NOW, this 2nd day of January, 2008, following discussion relative Emergency Petition to Preserve Evidence and upon agreement of counsel, it is the ORDER of this Court that the said Petition be and is hereby granted to the extent that the veneer in question be preserved for no less than thirty (30) days from this date.

It is the further Order of the Court that representatives of the Plaintiff may examine the veneer for purposes of compiling an expert report, with said examination to occur as the parties may agree but either on January 16, 17 or 18, 2008. The Defendant shall ensure that Plaintiff's representatives are given a full and adequate opportunity to inspect and review the veneer for evidentiary purposes.

BY THE COURT,

President Judge

FILED 2cc Attys: Naddeo Taladay
01:00 PM
JAN 02 2008
William A. Shaw
Prothonotary/Clerk of Courts
GK

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

FORCEY LUMBER COMPANY, a corporation, Plaintiff	:	CIVIL DIVISION
vs.	:	No. 07-714-CD
EDGEMATE INC., a corporation, Defendant	:	
vs.	:	
JOE PARSONS d/b/a VENEER RESOURCES GROUP, LLC and JOE PARSONS d/b/a MADISON-SANZ Ltd. and VENEER RESOURCES GROUP, LLC, and VENEER RESOURCES GROUP, Ltd.. Additional Defendants	:	

FILED
0 10:42 a.m. GK
FEB 2008 3 cc to Atty Lumadue
William A. Shaw
Prothonotary/Clerk of Courts

STIPULATION

The undersigned counsel stipulate and consent to the joinder of the above-captioned parties as additional defendants in this case. This consent is given in accordance with Pa.R.C.P. Rule 2253(a)(2) to extend the time period for filing a Compliant to join the additional defendants.

It is understood and agreed that original Defendant, Edgemate, Inc. will file a Complaint Joining Additional Defendants Joe Parsons d/b/a Veneer Resources Group, LLC, Joe Parsons d/b/a

Madison-Sanz, Ltd., Veneer Resources Group, LLC and Veneer Resources Group, Ltd., contemporaneous with this stipulation.

NADDEO & LEWIS, LLC

By: _____
Trudy Lumadue, Esq.
Attorney for Plaintiff

HANAK, GUIDO and TALADAY

By: _____
Matthew B. Taladay
Attorney for Original Defendant, Edgemate Inc.

APPROVED BY THE COURT:

_____
J.

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

Forcey Lumber Company,
a corporation,
Plaintiff,

v.

Edgemate Inc., a corporation,
Defendant.

No. 07-714-CD

Type of Pleading:

CERTIFICATE OF SERVICE

Filed on behalf of:
Plaintiff

Counsel of Record for
this party:

James A. Naddeo, Esq.
Pa I.D. 06820

NADDEO & LEWIS, LLC.
207 E. Market Street
P.O. Box 552
Clearfield, PA 16830
(814) 765-1601

FILED No CC.
0/3:45 cm
NOV 26 2007
William A. Shaw
Prothonotary/Clerk of Courts

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

Forcey Lumber Company, a corporation, Plaintiff,	*	
v.	*	No. 07-714-CD
Edgemate Inc., a corporation, Defendant.	*	

CERTIFICATE OF SERVICE

I, James A. Naddeo, Esquire, do hereby certify that certified copies of Emergency Petition to Preserve Evidence and Order entered by the Court were served on the following and in the following manner on the 21st day of November, 2007:

First-Class Mail, Postage Prepaid

Matthew B. Taladay, Esquire
HANAK, GUIDO & TALADAY
3 South Brady Street
P.O. Box 487
DuBois, PA 15801

NADDEO & LEWIS, LLC

By: James A. Naddeo
James A. Naddeo
Attorney for Plaintiff

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

Forcey Lumber Company,
a corporation,
Plaintiff,

v.

Edgemate Inc., a corporation,
Defendant.

No. 07-714-CD

FILED
NOV 21 2007
William A. Shaw
Prothonotary/Clerk of Courts

Type of Pleading:

EMERGENCY PETITION TO PRESERVE EVIDENCE

Filed on behalf of:
Plaintiff

Counsel of Record for this party:

James A. Naddeo, Esq.
Pa I.D. 06820

NADDEO & LEWIS, LLC.
207 E. Market Street
P.O. Box 552
Clearfield, PA 16830
(814) 765-1601

Dated: November 21, 2007

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

Forcey Lumber Company, a corporation, Plaintiff,	*	
v.	*	No. 07-714-CD
Edgemate Inc., a corporation, Defendant.	*	

EMERGENCY PETITION TO PRESERVE EVIDENCE

NOW COMES the Plaintiff, Forcey Lumber Company, and by its attorney, Trudy G. Lumadue, Esquire, sets forth the following:

1. That Plaintiff's Amended Complaint in part involves three invoices for veneer product ordered by the Defendant from Veneer Resources Group, whose representative is Mr. William J. Parsons (a.k.a. "Joe" Parsons). Plaintiff incorporates by reference herein its Amended Complaint as if set forth in full.

2. That three invoices as referenced in paragraph one above are numbers 540, 541 and 547.

3. That Defendant's Answer and New Matter at paragraphs 71 through 73, which Plaintiff incorporates by reference herein, alleges that the product supplied under the above named invoices is "substantially out of compliance with the agreed upon specifications" and that as a result Defendant is entitled to offset accordingly.

4. That Defendant's allegation in paragraph 73 of its New Matter further asserts that it is entitled to offset against the amount due on purchase orders owed to Plaintiff for **all** nonconforming and substandard product supplied by Joe Parsons, doing business as Madison Sanz, Veneer Resources and/or Forcey Lumber Company.

5. That the pleadings in this case were recently closed on November 19, 2007 when Plaintiff filed its Reply to New Matter.

6. That on today's date, Plaintiff received a copy by facsimile transmission of a letter from the Defendant to Mr. William J. Parsons indicating that the "rejected" veneer product will be disposed of and/or destroyed by Defendant on November 28, 2007. A true and correct copy of letter dated November 19, 2007 and authored by Defendant is attached hereto as Exhibit "A."

7. That Defendant made no effort to inform the Plaintiff that it intended to dispose of the veneer product in question that is the subject of its alleged offsets.

8. That Plaintiff only received the letter wherein Defendant states it will be disposing of the rejected veneer in question as a result of Mr. Parsons informing the Plaintiff that he had received the same letter from Defendant.

9. That the rejected veneer is evidence in this case that is pertinent to the evaluation of the claim by Plaintiff and/or the potentially claimed offset by Defendant.

10. That if said evidence is destroyed and/or disposed of Plaintiff will have no means to independently measure alleged offsets by Defendant.

WHEREFORE, Plaintiff respectfully requests this Honorable Court enter an Order directing Defendant to preserve any and all evidence which is the subject of this lawsuit.

NADDEO & LEWIS, LLC

By _____
Trudy G. Lumadue
Attorney for Plaintiff

V E R I F I C A T I O N

I, Trudy G. Lumadue, attorney for plaintiff, have read the foregoing Emergency Petition to Preserve Evidence. The statements therein are correct to the best of my personal knowledge or information and belief.

This statement and verification is made subject to the penalties of 18 Pa. C.S. Section 4904, relating to unsworn falsification to authorities.

I am authorized to make this verification on behalf of Plaintiff because of my position as counsel of record and the source of my information is Brant Forecy, a principal of Forcey Lumber Company.

By: _____
Trudy G. Lumadue
Attorney for Plaintiff

Dated: 11/21/07

EDGEMATE.

November 19, 2007

William J. Parsons
14-B North Robbins Road
Thomasville, NC. 27360

Ref: Rejected veneers currently being held at the Edgemate - Roaring Spring, PA. factory.

Dear Mr. Parsons,

Due to your failure to visit the Edgemate Inc. - Roaring Spring, PA. plant on the previously confirmed date of August 16, 2007, during which you were to personally inspect the rejected above noted veneers, by individual pallet; Edgemate gives notice that you have seven (7) days from the date of this letter to remove these veneers from Edgemate premises located at 333 E. Closson Road, Roaring Spring, PA.

The amount of real wood veneers rejected by Edgemate Inc. and is currently being held is approximately 225,000 SF, on 24 pallets. These veneers are occupying critical plant floor space that is needed for the winter months. Edgemate Inc. has no buyer for these veneers and will no longer hold these veneers.

Please note that you will need to pay in advance for the loading of these veneers onto a truck of your choice.

In closing, again, the above referenced wood veneers will be disposed on Nov. 28, 2007, in a method that accommodates us.

Your immediate attention to this matter is greatly appreciated.

Sincerely,

Chas Boyle
Edgemate, Inc.
Director of Manufacturing
333 E. Closson Road
PO Box 72
Roaring Spring, PA. 16673

Exhibit "A"

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

Forcey Lumber Company,
a corporation,
Plaintiff,

v.

Edgemate Inc., a corporation,
Defendant.

No. 07-714-CD

FILED
NOV 21 2007
William A. Shaw
Prothonotary/Clerk of Courts

Type of Pleading:

ORDER

Filed on behalf of:
Plaintiff

Counsel of Record for
this party:

James A. Naddeo, Esq.
Pa I.D. 06820

NADDEO & LEWIS, LLC.
207 E. Market Street
P.O. Box 552
Clearfield, PA 16830
(814) 765-1601

Dated: November 21, 2007

FILED
NOV 21 2007
William A. Shaw
Prothonotary/Clerk of Courts

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

Forcey Lumber Company, a corporation, Plaintiff,	*	
v.	*	No. 07-714-CD
Edgemate Inc., a corporation, Defendant.	*	

ORDER

AND NOW, this 21ST day of November, 2007, upon consideration of the Emergency Petition to Preserve Evidence filed by Plaintiff it is hereby ORDERED that:

a) Defendant is enjoined from disposing of, altering and/or destroying any and all evidence that is the subject of the above encaptioned lawsuit, including but not limited to all veneer product which Defendant claims is nonconforming or substandard.

b) A hearing is scheduled for the 2nd day of January, 2008 at 10:30 A.M. in Courtroom number 1 of the Clearfield County Courthouse.

BY THE COURT

/s/ Judge

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

Forcey Lumber Company,
a corporation,
Plaintiff,

v.

Edgemate Inc., a corporation,
Defendant.

No. 07-714-CD

Type of Pleading:

REPLY TO NEW MATTER

Filed on behalf of:
Plaintiff

Counsel of Record for
this party:

James A. Naddeo, Esq.
Pa I.D. 06820

NADDEO & LEWIS, LLC.
207 E. Market Street
P.O. Box 552
Clearfield, PA 16830
(814) 765-1601

Dated: November 19, 2007

FILED
0/10:01 BY
NOV 19 2007
William A. Shaw
Prothonotary/Clerk of Courts

2 cc Atty Naddeo

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

Forcey Lumber Company, a corporation, Plaintiff,	*	
v.	*	No. 07-714-CD
Edgemate Inc., a corporation, Defendant.	*	

REPLY TO NEW MATTER

NOW COMES the Plaintiff, Forcey Lumber Company, and by its attorney, James A. Naddeo, Esquire, sets forth the following in reply to Defendant's New Matter:

59. Denied. After reasonable investigation Plaintiff is without knowledge or information sufficient to form a belief as to the truth of said averment.

60. Denied. After reasonable investigation Plaintiff is without knowledge or information sufficient to form a belief as to the truth of said averment. In further answer thereto, Forcey did receive one check payable to Veneer Resources Group which was endorsed to Forcey by Joe Parsons.

61. Denied. After reasonable investigation Plaintiff is without knowledge or information sufficient to form a belief as to the truth of said averment.

62. Denied in part, admitted in part. Denied, after reasonable investigation Plaintiff is without knowledge or information sufficient to form a belief as to the truth of when

Defendant received said invoices. It is admitted that the named invoices contained a "Remit to" indicating Forcey Lumber.

63. Denied. After reasonable investigation Plaintiff is without knowledge or information sufficient to form a belief as to the truth of said averment.

64. Denied in part, admitted in part. Denied, after reasonable investigation Plaintiff is without knowledge or information sufficient to form a belief as to whether check # 6539 was voided by Defendant or that this act was done at the request of Joe Parsons. It is admitted that check #6719 was issued to Forcey as stated in paragraph 64 by Defendant.

65. Denied. After reasonable investigation Plaintiff is without knowledge or information sufficient to form a belief as to the truth of said averment. In further answer thereto, it is alleged that Forcey did receive one open purchase order being number PO02006 dated February 2, 2007 which is pled as Exhibit D to Plaintiff's Amended Complaint and incorporated herein by reference.

66. Denied. In further answer thereto, it is alleged that Forcey did fill the open purchase order as identified in paragraph 65 above on schedule, at which time Forcey was informed by Defendant's representative, Harry Benjamin, that Defendant would not accept delivery of the order and it was agreed

that the order would be temporarily housed at Forcey's warehousing facility in Woodland, Pennsylvania.

67. Denied. After reasonable investigation Plaintiff is without knowledge or information sufficient to form a belief as to the truth of said averment.

68. Denied. On the contrary, it is alleged that the check to Forcey was written payable to Forcey Lumber Company on March 20, 2007.

69. Denied as stated. To the contrary, it is alleged that Brant Forcey informed Defendant's representative that there was no business association and/or relationship between Forcey and Veneer Resources Group beyond the purchase of Veneer Resources Group invoices 540, 541 and 547.

70. Denied as stated. On the contrary, it is alleged that Plaintiff's representative, Brant Forcey, was never informed of any claim for offsets by Edgemate, Inc. against Parsons, d/b/a Veneer Resources and Madison Sanz until on or about April 13, 2007 after Defendant delivered check #6719 to Forcey for payment of 540, 541 and 547.

71. Denied. After reasonable investigation Plaintiff is without knowledge or information sufficient to form a belief as to the truth of said averment.

72. States a legal conclusion to which no answer is required by Plaintiff.

73. States a legal conclusion to which no answer is required by Plaintiff.

74. States a legal conclusion to which no answer is required by Plaintiff.

WHEREFORE, Plaintiff demands judgment in its favor and against the Defendant.

NADDEO & LEWIS, LLC

By _____
James A. Naddeo
Attorney for Plaintiff

V E R I F I C A T I O N

I, Brant Forcey, verify that I am the Vice President of Forcey Lumber Company and that I am authorized to execute this verification and further that the statements made in the foregoing Reply to New Matter are true and correct upon my personal knowledge or information and belief. 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.

Forcey Lumber Company

By: _____
Brant Forcey, Vice President
Plaintiff

Dated: 11-15-07

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

Forcey Lumber Company, a corporation, Plaintiff,	*	
v.	*	No. 07-714-CD
Edgemate Inc., a corporation, Defendant.	*	

CERTIFICATE OF SERVICE

I, James A. Naddeo, Esquire, do hereby certify that a certified copy of Reply to New Matter was served on the following and in the following manner on the 19th day of November, 2007:

First-Class Mail, Postage Prepaid

Matthew B. Taladay, Esquire
HANAK, GUIDO & TALADAY
3 South Brady Street
P.O. Box 487
DuBois, PA 15801

NADDEO & LEWIS, LLC

By: James A. Naddeo
James A. Naddeo
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102759
NO: 07-714-CD
SERVICE # 1 OF 1
COMPLAINT

PLAINTIFF: FORCEY LUMBER COMPANY, A corporation
vs.
DEFENDANT: EDGEMATE INC., A corporation

SHERIFF RETURN

NOW, May 07, 2007, SHERIFF OF BLAIR COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT ON EDGEMATE INC..

NOW, May 09, 2007 AT 10:50 AM SERVED THE WITHIN COMPLAINT ON EDGEMATE INC., DEFENDANT. THE RETURN OF BLAIR COUNTY IS HERETO **ATTACHED** AND MADE PART OF THIS RETURN.

FILED
01/3:20 cm
OCT 03 2007

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102759
NO: 07-714-CD
SERVICES 1
COMPLAINT

PLAINTIFF: FORCEY LUMBER COMPANY, A corporation
vs.
DEFENDANT: EDGEMATE INC., A corporation

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	NADDEO	378	10.00
SHERIFF HAWKINS	NADDEO	378	21.00
BLAIR CO.	NADDEO	379	27.00

Sworn to Before Me This

_____ Day of _____ 2007

_____

So Answers,

by Marilyn Hayes

Chester A. Hawkins
Sheriff

122759

DATE RECEIVED

DATE PROCESSED

SHERIFF'S DEPARTMENT

BLAIR COUNTY, PENNSYLVANIA
COURTHOUSE, HOLLIDAYSBURG, PA 16648

SHERIFF SERVICE
PROCESS RECEIPT, and AFFIDAVIT OF RETURN

INSTRUCTIONS:
Print legibly insuring readability of all copies.
Do not detach any copies. BCSD ENV.#

1. PLAINTIFF / S / Forcey lumber Company
2. COURT NUMBER 07-714-CD / 600103T-07
3. DEFENDANT / S / Edgemate Inc
4. TYPE OF WRIT OR COMPLAINT Complaint

SERVE AT
5. NAME OF INDIVIDUAL, COMPANY, CORPORATION, ETC., TO SERVICE OR DESCRIPTION OF PROPERTY TO BE LEVIED, ATTACHED OR SOLD. Edgemate Inc
6. ADDRESS (Street or RFD, Apartment No., City, Boro, Twp., State and ZIP Code) 33 Closson Road Roaring Spring PA 16673

7. INDICATE UNUSUAL SERVICE: [X] PERSONAL [X] PERSON IN CHARGE [ ] DEPUTIZE [ ] CERT. MAIL [ ] REGISTERED MAIL [ ] POSTED [ ] OTHER

NOW, _____ ____, I, SHERIFF OF BLAIR, COUNTY, PA., do hereby deputize the Sheriff of _____ County to execute this Writ and make return thereof according to law. This deputation being made at the request and risk of the plaintiff.

SHERIFF OF BLAIR COUNTY

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

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

9. SIGNATURE of ATTORNEY or other ORIGINATOR requesting service on behalf of: Deputized by Clearfield Co Naddeo Lewis [X] PLAINTIFF [ ] DEFENDANT
10. TELEPHONE NUMBER 814 765 1601
11. DATE

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

12. I acknowledge receipt of the writ or complaint as indicated above — SIGNATURE of Authorized BCSD Deputy or Clerk and Title: bScheiber
13. Date Received 5-8-07
14. Expiration/Hearing date 6-3-07

15. I hereby CERTIFY and RETURN that I [ ] have personally served, [X] have served person in charge, [ ] have legal evidence of service as shown in "Remarks" (on reverse) [ ] have posted the above described property with the writ or complaint described on the individual, company, corporation, etc., at the address shown above or on the individual, company, corporation etc., at the address inserted below by handing/or Posting a TRUE and ATTESTED COPY thereof.

16. [ ] I hereby certify and return a NOT FOUND because I am unable to locate the individual, company, corporation etc., named above. (See remarks below)

17. Name and title of individual served: STEVE OSBORNE DIRECTOR OF SALES
18. A person of suitable age and discretion then residing in the defendant's usual place of abode. [ ] Read Order [ ]
19. Address of where served (complete only if different than shown above) (Street or RFD, Apartment No., City, Boro, Twp., State and ZIP Code): 333 CLOSSON ROAD ROARING SPRING PA 16673 800-458-3761
20. Date of Service: 09 MAY 07
21. Time: 1050

22. ATTEMPTS	Date	Miles	Dep. Int.	Date	Miles	Dep. Int.	Date	Miles	Dep. Int.	Date	Miles	Dep. Int.	Date	Miles	Dep. Int.

23. Advance Costs	24	25	26	27. Total Costs	28. ~~COST DUE~~ OR REFUND
150.00 Receipt 125011		SH 22.00	NOT 5.00	27.00	123.00

30. REMARKS

AFFIRMED and subscribed to before me this 9th day of May 2007

Carol Ann Heverly
NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Carol Ann Heverly, Notary Public
Hollidaysburg Boro, Blair County
My Commission Expires April 3, 2011
Member, Pennsylvania Association of Notaries

MY COMMISSION EXPIRES

SO ANSWER.

By (Sheriff/Dep. Sheriff) (Please Print or Type): DEPUTY LESLIE RAE C. BADGE # 0743
Signature of Sheriff
Date: 05-09-07
SHERIFF OF BLAIR COUNTY

I ACKNOWLEDGE RECEIPT OF THE SHERIFF'S RETURN SIGNATURE OF AUTHORIZED ISSUING AUTHORITY AND TITLE.

39. Date Received

SHERIFF'S RETURN OF SERVICE

( ) (1) The within _____
upon _____, the within named
defendant by mailing to _____
by _____ mail, return receipt requested, postage
prepaid _____ on the _____,
a true and attested copy thereof at _____.

The return receipt signed by _____
defendant on the _____ is hereto attached and
made part of this return.

( ) (2) Outside the Commonwealth, pursuant to Pa. R.C.P. 405 (c) (1) (2), by mailing a true and attested copy thereof at _____
in the following manner.

( ) (a) To the defendant by ( ) registered ( ) certified mail, return receipt requested, postage prepaid, addressee only on the _____, said receipt being returned NOT signed by defendant, but with a notation by the Postal Authorities that defendant refused to accept the same. The returned receipt and envelope is attached hereto and made part of this return.

And thereafter:

( ) (b) To the defendant by ordinary mail addressed to defendant at same address. with the return address of the Sheriff appearing thereon, on the _____

I further certify that after fifteen (15) days from the mailing date, I have not received said envelope back from the Postal Authorities. A certificate of mailing is hereto attached as a proof of mailing.

( ) (3) By publication in a daily publication of general circulation in the County of **Blair**, Commonwealth of Pennsylvania, _____ time (s) with publication appearing _____
The affidavit from said publication is hereto attached.

( ) (4) By mailing to _____
by _____ mail, return receipt requested, postage prepaid, _____ on the _____
a true and attested copy thereof at _____
The _____ returned by the Postal Authorities marked _____
is hereto attached.

( ) (5) Other _____

FILED

OCT 03 2007

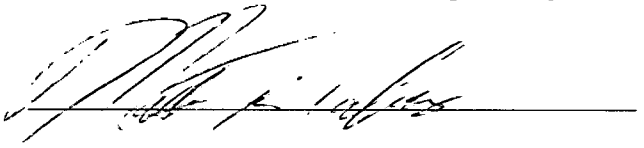
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

FORCEY LUMBER COMPANY, a corporation, Plaintiff	:	CIVIL DIVISION
vs.	:	No. 07-714-CD
EDGEMATE INC., a corporation, Defendant	:	Type of Pleading: **ANSWER AND NEW MATTER**
	:	Filed on Behalf of: Defendant
	:	Counsel of Record for This Party: Matthew B. Taladay, Esq. Supreme Court No. 49663 Hanak, Guido and Taladay 528 Liberty Boulevard P. O. Box 487 DuBois, PA 15801 814-371-7768

Dated: October 29, 2007

You are hereby notified to plead to the within pleading within twenty (20) days of service thereof or default judgment may be entered against you.



FILED NO
m 11:00 CC
OCT 30 2007
William A. Shaw
Prothonotary/Clerk of Courts

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

FORCEY LUMBER COMPANY, a corporation, Plaintiff	:	
vs.	:	No. 07-714-CD
EDGEMATE INC., a corporation, Defendant	:	

ANSWER

AND NOW, comes the Defendant, Edgemate, Inc., by its attorneys, Hanak, Guido and Taladay, and hereby responds to Plaintiff's Complaint as follows:

1. Upon information and belief, admitted.

2. Admitted.

3. Upon information and belief, admitted.

COUNT I - Breach of Contract & Promise to Pay

4. The responses to paragraphs one through three are incorporated by reference as if set forth in full herein.

5. Admitted in part and denied in part. It is admitted that on February 22, 2007, the Defendant entered a Purchase Order for purchase from Veneer Resources Group, LLC several lots of veneer involving different types of wood. It is denied, however, that this Purchase Order represented the entire agreement of the parties, in that

the purchase was made subject to the right of Edgemate, Inc. to reject and receive credit for non-conforming materials.

6. Denied. After reasonable investigation, Defendant is without sufficient information to form a belief as to whether Plaintiff purchased from Veneer Resources any right under the invoices set forth in Exhibit "A". By way of further answer, any assignment of the rights of Veneer Resources is under and subject to the terms, conditions, limitations and defenses as between Edgemate, Inc. and Joe Parsons, doing business as Madison Sanz and Veneer Resources.

7. After reasonable investigation, Defendant is without information sufficient to form a belief as to the truth of the averments set forth in paragraph 7 of Plaintiff's Complaint, and, therefore, the same are denied and strict proof thereof is demanded at the time of trial.

8. After reasonable investigation, Defendant is without information sufficient to form a belief as to the truth of the averments set forth in paragraph 8 of Plaintiff's Complaint, and, therefore, the same are denied and strict proof thereof is demanded at the time of trial. By way of further answer, it is averred that Veneer Resources assignment to the Plaintiff, if any, is under and subject to the same terms, conditions, limitations and defenses as between Edgemate, Inc. and Joe Parsons, doing business as Veneer Resources.

9. Admitted in part and denied in part. It is admitted that Defendant received invoices set forth in Exhibit "A" on or about

February 22, 2007. It is denied that Defendant at any time agreed to pay to Plaintiff monies. To the contrary, Edgemate, Inc. asserts that its contract was at all times with Veneer Resources and that all payments were due and owing to Veneer Resources under and subject to offsets and/or credits for non-conforming products.

10. Denied as stated. The terms of the invoices speak for themselves and Defendant Edgemate, Inc. denies any paraphrase, summarization or characterization of these terms.

11. Admitted. By way of further answer, it is averred that a substantial quantity of the product delivery was substandard and/or non-conforming and therefore subject to credit or offset payment.

12. Denied as stated. To the contrary, the product was delivered to Defendant in accordance with the terms, conditions, customs and practices established by the parties and which included Defendant Edgemate, Inc.'s right to reject non-conforming or substandard product and to be afforded credit or offset in the amount of such product.

13. Admitted in part and denied in part. It is admitted that the "Message" (Exhibit "C" to Plaintiffs Amended Complaint) dated April 5, 2007 was sent from Joe Parsons to Edgemate. The contents of the message speaks for itself. It is denied that Edgemate owed complete payment for the subject invoices, whether to Veneer Resources Group or

Forcey Lumber, Inc., as the amounts billed were subject to credit and offset for non-conforming or substandard goods.

14. Denied.

15. Denied as stated. The Defendant refuses to pay Plaintiff amounts demanded by Plaintiff in that the claims of Plaintiff are subject to credit and/or offset for substandard and non-conforming products.

16. This paragraph constitutes a conclusion of law to which no response is required. To the extent a response is required, Defendant denies any alleged breach of promise to pay and further denies any obligation whatsoever to Plaintiff.

WHEREFORE, Defendant demands judgment in its favor.

Count II – Accord and Satisfaction

17. Defendant incorporates by reference paragraphs 1 through 16 above as if set forth in full.

18. Admitted in part and denied in part. It is admitted that Defendant reported to Plaintiff that payment would be withheld and that Defendant was exercising its rights to credit and offset against the invoiced amount. Defendant made further attempts to have the non-conforming goods returned, replaced or otherwise credited against the invoiced amount. Defendant at all times acted within its rights to reject non-conforming goods, withhold payment, and request the goods be replaced or credit be issued.

19. Denied. Any promise of payment made by Defendant was subject to defendant's claim of credit and offset for non-conforming and substandard goods. It is denied that Defendant ever waived the right of setoff or credit for sub-standard product against the purchase orders described in paragraph five.

20. Admitted in part and denied in part. The contents and dates of purchase order number PO02006 are admitted. It is further admitted that Defendant tendered a check in the amount of $41,749.54. It is denied that Defendant promised unconditionally to pay this amount. To the contrary, the check was issued in error and payment was stopped. By way of further answer, Defendants obligation to pay for purchase orders was at all times subject to the right of setoff or credit for sub-standard product. Upon inspection of the products delivered by Plaintiff, and discovery that the products were running out of specification and were substandard, Defendant was entitled to substantial credits against the invoiced amounts, as more fully set forth in the "New Matter" hereto.

21. Admitted in part and denied in part. It is admitted that Plaintiff advised defendant that the subject purchase order had been filled. It is denied that the purchase order was filled "as agreed." To the contrary, a substantial part of the goods delivered were substandard and out of contract specifications.

22. Admitted.

23. Admitted.

24. Admitted.

25. Admitted.

26. Denied. It is denied that the veneer product delivered by Plaintiff is of a proprietary grade and is specific to defendant's request and needs. To the contrary, the products delivered by Plaintiff were running 10% - 15% out of specification, was not a proprietary grade, and was not suitable for defendants needs. Accordingly, defendant had the right to reject the substandard goods and receive credit or offset against the invoiced amounts, as is more fully set forth in "New Matter" hereto.

27. Denied. Defendant is without sufficient information to admit or deny whether the veneer is marketable to other parties. This allegation is therefore denied, and strict proof is demanded.

28. Denied. Defendant is without sufficient information to admit or deny the salvage value of the veneer. This allegation is therefore denied, and strict proof is demanded.

29. Denied. It is denied that Defendant owes Plaintiff the difference between the value on the purchase order and the salvage value. To the contrary, Defendant is entitled to offset the purchase order value with credits for non-conforming or substandard product as more fully set forth in "New Matter" hereto.

WHEREFORE, Defendant, Edgemate, Inc. demands judgment in its favor.

Count II - Nonpayment of Check

30. Defendant incorporates by reference paragraphs 1 through 29 above as if set forth in full.

31. Admitted.

32. Admitted. However, by way of further answer, it is averred that this check was issued in error and subsequently payment was stopped.

33. Admitted in part and denied in part. It is admitted that the Check was delivered to plaintiff. It is denied that defendant represented that the check would be honored on the condition of plaintiff filling a purchase order. To the contrary, the check was issued in error and payment was subsequently stopped. Payment on the outstanding invoices is subject to defendant's claim of credit and offset for non-conforming and substandard goods.

34. Admitted in part and denied in part. It is admitted that Defendant presented the check to Plaintiff on or about March 20, 2007. By way of further answer, it is averred that this presentation was in error and a stop payment was subsequently issued on the check. With regard to the remaining allegations of paragraph 34, the Defendant is, after reasonable investigation, without information sufficient to form a belief as to the truth of the averments, and, therefore, the same are denied and strict proof thereof is demanded at the time of trial.

35. Upon information and belief, admitted.

36. After reasonable investigation, Defendant is without information sufficient to form a belief as to the truth of the averments set forth in paragraph 22 of Plaintiff's Complaint, and, therefore, the same are denied and strict proof thereof is demanded at the time of trial.

37. Denied. To the contrary, Defendant has no liability to the Plaintiff.

38. Denied. To the contrary, Defendant owes no monies to Plaintiff.

WHEREFORE, Defendant, Edgemate, Inc. demands judgment in its favor.

Count III – Fraud

39. Defendant, Edgemate, Inc., incorporates by reference its responses to paragraphs 1 through 38 above as if set forth in full.

40. Denied. To the contrary, Defendant agreed to pay Veneer Resources for product, subject to credits and offsets for substandard or non-conforming product.

41. [The Amended Complaint does not contain paragraph 41].

42. Denied. To the contrary, Defendant agreed to pay Veneer Resources on the condition that plaintiff fill a purchase order, subject to the right of inspection and credit and/or offset for non-conforming or substandard goods. It is further denied that Defendant issued a check knowing that Defendant did not intend to honor the check or pay for the product. Defendant made no misrepresentation to

Plaintiff. To the contrary, it is averred that the check that was presented to Plaintiff was in error and payment thereon was promptly stopped. It is further averred that Defendant has the right, after opportunity to inspect the goods, to offset against the invoiced amount for substandard product.

43. Denied. Defendant, Edgemate, Inc., made no representations whatsoever to Plaintiff. Defendant, Edgemate, Inc., had an agreement with Joe Parsons, doing business as Veneer Resources which entitled Edgemate, Inc. to credits and/or offsets for non-conforming and/or substandard product. By way of further answer, Edgemate, Inc. denies any allegations of misrepresentation.

44. Denied. The Defendant, Edgemate, Inc., does not know on what basis or under what terms the Plaintiff purchased invoices from Veneer Resources. By way of further answer, however, it is averred that Veneer Resources can transfer no greater right in the invoices than it itself holds, and therefore, the transfer of the right to collect under the invoices are under and subject to claims for offset, adjustment or credit for non-conforming product.

45. After reasonable investigation, Defendant is without information sufficient to form a belief as to the truth of the averments set forth in paragraph 29 of Plaintiff's Complaint, and, therefore, the same are denied and strict proof thereof is demanded at the time of trial. By

way of further answer, it is averred that Plaintiff's rights under the assigned invoices can be no greater than those of Veneer Resources.

46. Denied. By way of further answer, Defendant, Edgemate, Inc., incorporates its responses to paragraphs 42 and 43.

47. Defendant does not know what Plaintiff knew or did not know, therefore, this allegation is denied. However, by way of further answer, it is averred that Defendant had no obligations to make any payments to Plaintiff, and therefore, the check issued to Plaintiff was in error.

48. Denied. It is specifically denied that Plaintiff in any way relied on remission of the check to take any action or refrain from taking any action to its detriment.

49. Denied. Defendant, Edgemate, Inc., specifically denies all allegations of fraudulent conduct and further denies it is responsible to Plaintiff for any alleged monetary loss.

WHEREFORE, Defendant, Edgemate, Inc., demands judgment in its favor.

Count IV – Negligent Misrepresentation

50. Defendant, Edgemate, Inc., incorporates by reference paragraphs 1 through 49 above as if set forth in full.

51. [The Amended Complaint does not contain paragraph 51.]

52. Denied as stated. To the contrary, the Defendant accepted the invoices of Veneer resources in the regular course of

business and in accordance with the manner and practices established as between the parties, including the right of Edgemate, Inc. to reject and receive credit for non-conforming and/or substandard product.

53. Denied as states. To the contrary, the Defendant issued a check in error which was promptly stopped. Defendant was at all times acting in the regular course of business and in accordance with the manner and practices established as between the parties, including the right of Edgemate, Inc. to reject and receive credit for non-conforming and/or substandard product.

54. Denied. To the contrary, Defendant, Edgemate, Inc., made no misrepresentations.

55. Denied. To the contrary, Defendant, Edgemate, Inc. has no responsibility to the Plaintiff.

56. Denied. Defendant specifically denies any allegations of misrepresentation and further denies that Plaintiff in any way justifiably relied upon representation of Defendants to its detriment.

57. Defendant does not know what Plaintiff had cause or reason to know, therefore this allegation is denied. By way of further answer, it is denied that Defendant did not intend to pay as agreed upon between the parties to the transaction. Defendant, Edgemate, Inc. at all times has dealt in good faith and in the usual course of business with Joe Parsons, doing business as Madison Sanz and Veneer Resources.

58. Denied. Defendant, Edgemate, Inc. specifically denies all allegations of misrepresentation and further denies being responsible to Plaintiff in any way.

WHEREFORE, Defendant, Edgemate, Inc., demands judgment in its favor.

NEW MATTER

59. Defendant, Edgemate, Inc., had an ongoing business relationship with a provider named Joe Parsons. In January, 2007 Mr. Parsons notified representatives of Edgemate, Inc. that his old company was defunct and that his new company was now called Veneer Resources Group.

60. In February, 2007, Joe Parsons notified the accounting department of Defendant to remit checks to Forcey Lumber. Thereafter, purchase orders were still issued by and check made payable to Veneer Resources Group, however, the checks were mailed to the attention of Forcey Lumber.

61. On February 9, 2007, check #6323 was issued and mailed to Veneer Resources Group for invoice numbers 525 and 526. Payments totaled $29,327.25.

62. On or about March 26, 2007, Defendant received invoice numbers 540, 541, and 547 which contained a "remit to" indicating Forcey Lumber.

63. On March 2, 2007, check #6539 in the amount of $40,771.82 was issued to Veneer Resources Group in payment for invoice numbers 540, 541 and 547.

64. On March 20, 2007, check #6539 was voided due to requests of Joe Parsons that the check be issued payable directly to Forcey Lumber. Check #6719 was issued to Forcey Lumber in payment of invoice number 540, 541 and 547. This check was in the amount of $41,749.54. (The higher amount being due to the discount expiring.)

65. On or about April 2, 2007, Joe Parsons contacted representatives of Edgemate and requested that all open purchase orders from Veneer Resources Group be changed to Forcey Lumber.

66. On or about April 16, 2007, representatives of Edgemate, Inc. became aware that a purchase order made out to Veneer Resources Group was late in delivery. It was communicated that Joe Parsons was waiting for payment from the shipment under purchase order #P001909. It was determined by the CEO of Edgemate, Inc. that check #6719 had mistakenly been made to Forcey Lumber instead of VRG, and therefore instructions were given to stop payment on the check.

67. On or about April 16, 2007 management of Edgemate, Inc. became aware that the product provided by Joe Parsons, d/b/a Veneer Resources Group under purchase order P01909 had been running 10% - 15% out of specifications and that substantial credits were due to Edgemate.

68. On or about April 16, 2007 Joe Parsons requested Edgemate, Inc.'s accounting department to make payment to Forcey Lumber for invoice numbers 540, 541 and 547.

69. On or about April 16, 2007 representatives of Edgemate, Inc. participated in a conference call with Plaintiff's representative Brandt Forcey wherein Plaintiff's representative advised that there was no legal contract or agreement between Joe Parsons and Forcey Lumber.

70. Plaintiff's representative, Brandt Forcey, was also advised that all claims for amounts due and owing for product provided by Parsons, d/b/a Veneer Resources and Madison Sanz, were subject to significant adjustment for non-conforming or substandard product.

71. The veneer lumber provided by Veneer Resources Group to Defendant, Edgemate, Inc. is substantially out of compliance with the agreed upon specifications between the parties and a large part is unusable by Edgemate, Inc. for its intended purpose.

72. All claims which Plaintiff may have by virtue of assignment or purchase of invoice rights of Veneer Resources are barred

or limited by the right of offset of Edgemate, Inc. for non-conforming product supplied by Joe Parsons, doing business as Veneer Resources or Madison Sanz.

73. Defendant is entitled to credit and offset against the amount due under Purchase Orders 540, 541 and 547 as alleged in the Complaint, for all non-conforming and substandard products supplied by Joe Parsons - doing business as Madison Sanz, Veneer Resources and/or Forcey Lumber Company in breach of the terms and conditions of the ongoing business relationship between Joe Parsons and Defendant.

74. Defendant is entitled to offset in the amount of $40,590.22 against the damages alleged in Plaintiff's Complaint. The credits due to Defendant Edgemate, Inc. are listed on Exhibit A attached hereto and incorporated herein by reference.

WHEREFORE, Defendant Edgemate, Inc. demands judgment in its favor.

Respectfully submitted,

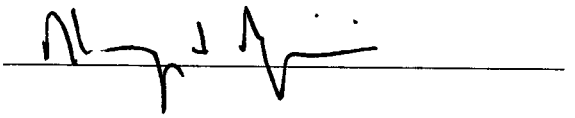
HANAK, GUIDO and TALADAY

By _____
Matthew B. Taladay, Esq.
Attorney for Defendant

VERIFICATION

I, Harry K. Benjamin, being the President/CEO of Edgemate, Inc., hereby verify that the statements made in the ANSWER AND NEW MATTER 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 the authorities.

Date: 10/23/07



Edgemate, Inc.
Credits Outstanding

8/29/2007

Date	Company	Inv/DM#	Amount
2/16/2007	Madison Sanz	2298	222.00
2/27/2007	Madison Sanz	2302	621.18
2/27/2007	Madison Sanz	2303	825.44
2/27/2007	Madison Sanz	2299	841.70
2/27/2007	Madison Sanz	2300	345.80
2/27/2007	Madison Sanz	2301	584.00
2/27/2007	Madison Sanz	2304	303.75
2/27/2007	Madison Sanz	2305	317.63
2/27/2007	Madison Sanz	2306	125.71
2/27/2007	Madison Sanz	2307	307.65
2/27/2007	Madison Sanz	2308	252.46
2/28/2007	Madison Sanz	2309	449.00
3/14/2007	Madison Sanz	2311	303.49
3/19/2007	Madison Sanz	2312	329.59
3/20/2007	Madison Sanz	2313	239.30
4/2/2007	Madison Sanz	2315	199.22
4/4/2007	Madison Sanz	4/4/2007	728.50
4/10/2007	Madison Sanz	4/10/2007	151.04
5/11/2007	Madison Sanz	5/11/2007	1,453.06
5/11/2007	Madison Sanz	5/11/2007	631.20
6/7/2007	Madison Sanz	6/7/2007-1	886.06
6/7/2007	Madison Sanz	6/7/2007-2	1,733.82
2/27/2007	Veneer Resources	562	142.72
3/2/2007	Veneer Resources	564	1,195.04
3/2/2007	Veneer Resources	565	149.76
3/5/2007	Veneer Resources	567	603.92
3/5/2007	Veneer Resources	568	199.08
3/8/2007	Veneer Resources	572	4,264.80
3/21/2007	Veneer Resources	581	1,885.94
3/22/2007	Veneer Resources	589	475.16
3/22/2007	Veneer Resources	3/22/2007	312.50
3/27/2007	Veneer Resources	3/27/2007	1,585.50
4/2/2007	Veneer Resources	4/2/2007-1	1,852.16
4/2/2007	Veneer Resources	4/2/2007-2	533.54
4/9/2007	Veneer Resources	4/9/2007	1,168.60
4/10/2007	Veneer Resources	4/10/2007	2,595.68
4/10/2007	Veneer Resources	4/10/2007	1,103.32
4/17/2007	Veneer Resources	4/17/2007	2,247.84
4/23/2007	Veneer Resources	4/23/2007	2,290.68
4/30/2007	Veneer Resources	4/30/2007	330.14
6/18/2007	Veneer Resources	6/18/2007	5,802.24
GRAND TOTAL			**40,590.22**

EXHIBIT A

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

FORCEY LUMBER COMPANY, a corporation, Plaintiff	:	
vs.	:	No. 07-714-CD
EDGEMATE INC., a corporation, Defendant	:	

CERTIFICATE OF SERVICE

I certify that on the 29th day of October, 2007, a true and correct copy of the foregoing Answer and New Matter was forwarded via first class U.S. mail, postage prepaid, addressed as follows:

James A. Naddeo, Esq.
Trudy G. Lamadue, Esq.
Attorneys for Plaintiff
NADDEO & LEWIS, LLC
P.O. Box 552
Clearfield, PA 16830

Matthew B. Taladay, Esq.
Attorney for Defendant

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

Forcey Lumber Company, a corporation,
Plaintiff,

v.

Edgemate Inc., a corporation,
Defendant.

No. 07-714-CD

Type of Pleading:

AMENDED COMPLAINT

Filed on behalf of:
Plaintiff

Counsel of Record for this party:

James A. Naddeo, Esq.
Pa I.D. 06820

NADDEO & LEWIS, LLC.
207 E. Market Street
P.O. Box 552
Clearfield, PA 16830
(814) 765-1601

Dated: October 3, 2007

FILED 1cc AHY Naddeo
0/11:35cm
OCT 03 2007
William A. Shaw
Prothonotary/Clerk of Courts

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

Forcey Lumber Company, a corporation, Plaintiff,	*	
v.	*	No. 07-714-CD
Edgemate Inc., a corporation, Defendant.	*	

NOTICE

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

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

Court Administrator
Clearfield County Courthouse
Market and Second Streets
Clearfield, PA 16830

(814) 765-2641, ext. 5982

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

Forcey Lumber Company, a corporation,
Plaintiff,

v.

Edgemate Inc., a corporation,
Defendant.

No. 07-714-CD

AMENDED COMPLAINT

NOW COMES the Plaintiff, Forcey Lumber Company, and by its attorney, James A. Naddeo, Esquire, sets forth the following:

1. That the Plaintiff is Forcey Lumber Company, a corporation, having its principal place of business located at 2020 Shiloh Road, Woodland, Pennsylvania 16881.

2. That the Defendant is Edgemate Inc., a corporation, having its principal place of business located at 33 Closson Road, Roaring Springs, Pennsylvania 16673.

3. That plaintiff is engaged in the business of selling and dealing in various lumber products.

COUNT I - BREACH OF CONTRACT & PROMISE TO PAY

4. That plaintiff incorporates by reference paragraphs one through three above as if set forth in full herein.

5. On or about February 22, 2007, defendant executed a purchase order agreement and purchased from Veneer Resources

Group, LLC (hereinafter "Veneer Resources") several lots of veneer being of different types of wood for the prices as shown on attached invoices. Three invoices evidencing said purchase orders by defendant from Veneer Resources are attached collectively hereto as Exhibit "A" and the same are made a part hereof.

6. That plaintiff had purchased from Veneer Resources all of the same invoices (or bills) as shown in Exhibit A for value. The same is evidenced by the "Remit to" section on each invoice attached hereto collectively as Exhibit A.

7. That plaintiff took the invoices and orders from Veneer Resources in good faith.

8. That plaintiff took the invoices and orders from Veneer Resources without notice that there was any defense or claim in recoupment by defendant against Veneer Resources.

9. On or about February 22, 2007, defendant accepted the invoices (as attached in Exhibit A) in writing upon sight thereof, as appears from the face of the invoice (or bill) and that defendant thereby agreed to pay to plaintiff the same amounts as indicated and agreed upon within each invoice contained in Exhibit A.

10. That the same invoices or bills issued to defendant were due and payable by defendant thirty days from the date the product was received by defendant.

11. That product was delivered to defendant and defendant received possession of all product from Veneer Resources on February 23, 2007. True and correct copies of Bills of Lading corresponding to each purchase order number (P.O. Number) as indicated on each invoice are attached hereto collectively as Exhibit "B."

12. That all product was delivered to defendant in reliance upon defendant's promise to pay the plaintiff as agreed by the parties and evidenced by the Veneer Resources invoices.

13. That on or about April 5, 2007, defendant was specifically instructed by Veneer Resources to remit payment for the subject invoices directly to Forcey Lumber Company. True and correct copy of faxed letter from Veneer Resources to defendant is attached hereto as Exhibit "C."

14. That defendant owes to plaintiff (as evidenced in Exhibit A) the following amounts $24,598.36; $10,997.42 and $6,338.72.

15. That defendant has failed and refuses to pay plaintiff as agreed upon by the parties and as agreed and accepted by defendant.

16. That defendant's failure and refusal to pay constitutes a breach of the agreement and defendant's promise to pay as made by the parties and evidenced in said invoices attached as Exhibit A.

WHEREFORE, Plaintiff demands judgment in its favor and against the defendant in the amount of $41,934.50 with costs and interest thereon from March 25, 2007 forward.

COUNT II - ACCORD & SATISFACTION

17. That plaintiff incorporates by reference paragraphs one through 16 above as if set forth in full herein.

18. That defendant reported to plaintiff that it was withholding payment for all product received pursuant to the orders described in paragraph five hereof.

19. That on or about April 11, 2007, defendant promised plaintiff that it would deliver to plaintiff a check for the product received pursuant to the orders described in paragraph five hereof, on the condition that plaintiff fill an open purchase order for additional veneer product.

20. That on or about April 13, 2007, plaintiff agreed to fill purchase order number PO02006 having an order date of February 27, 2007 and upon plaintiff's agreement to do so defendant issued and delivered a check to plaintiff in-person as promised in the amount of $41,749.54. True and correct copy of purchase order is attached hereto as Exhibit "D."

21. On or about the same day, April 13, 2007, plaintiff returned to its facility and confirmed to defendant that it had in fact filled the purchase order as agreed.

Plaintiff did so by faxing a copy of the bill of lading attached hereto as Exhibit "E."

22. That the parties agreed that the veneer product ordered and filled pursuant to purchase order number 02006 would be placed in the warehouse of Forcey Lumber Company.

23. As agreed by the parties, the veneer product was placed in the warehouse of Forcey Lumber Company.

24. That on or about April 19, 2007 (exact date not known) defendant stopped payment on the check it had issued to plaintiff as described in paragraph 20 above. True and correct copy of said check is attached hereto as Exhibit "F."

25. After defendant stopped payment on the check, Forcey Lumber Company refused to deliver the veneer to defendant.

26. That the veneer ordered by defendant is of a proprietary grade and is specific to defendant's request and needs.

27. That the veneer ordered by defendant to purchase order 02006 is not marketable to the general public or those in the lumber market.

28. That the salvage value of the veneer as described in paragraph 21 is $19,872.63.

29. That defendant owes plaintiff the difference between the salvage value of the veneer ordered pursuant to

purchase order number 02006 and the value as indicated on the purchase order to defendant for the same plus the amount of the check to which it stopped payment. (*See* Exhibit D)

WHEREFORE, plaintiff demands judgment in its favor and against the defendant in the amount of $61,622.17 with costs and interests thereon.

COUNT II - NONPAYMENT OF CHECK

30. That plaintiff incorporates by reference the allegations contained in paragraphs one through 29 above as though set forth at length.

31. At all times alleged herein, defendant had various sums of money on deposit with M&T Bank, which M&T Bank agreed to pay to defendant upon defendant's order, by check drawn on such funds, up to the extent of defendant's deposit.

32. On March 20, 2007, defendant drew and issued to plaintiff as payee a check upon M&T Bank in the sum of $41,749.54. See Exhibit F attached hereto.

33. That defendant delivered the check to plaintiff in-person and represented to plaintiff that it would honor said check on condition that plaintiff fill a purchase order for defendant.

34. Defendant presented the check to plaintiff on April 13, 2007 and plaintiff endorsed the same and deposited said funds into its account with CNB Bank.

35. Through the course of CNB Bank's attempt to obtain the funds due and payable to plaintiff on the check as described in paragraph 32 it was determined that defendant refused to pay the sum as written, issued and agreed by the check to be paid to plaintiff. See "Payment Stopped" designation on the check as attached as Exhibit F. True and correct copy of CNB Bank statement indicating "Payment Stopped" by Edgemate Inc., M&T Bank is attached hereto as "G."

36. That when defendant refused to pay the check as described in paragraph 32 which plaintiff had deposited into its own account with CNB Bank, CNB Bank charged to plaintiff a chargeback/fee in the amount of $9.87. See attached Exhibit G.

37. That aforesaid check being presented and dishonored, defendant is liable to plaintiff on the check.

38. Plaintiff is justly due the sum of $41,759.41 plus costs.

WHEREFORE, Plaintiff demands judgment be entered in its favor and against defendant, Edgemate Inc., for the sum of $41,759.41 with interest from March 20, 2007, and costs thereon.

COUNT III - FRAUD

39. That plaintiff incorporates by reference the allegations contained in paragraphs one through 38 above as though set forth at length herein.

40. That defendant agreed to issue payment and a check to plaintiff in the amount due and owing to plaintiff, provided that plaintiff fill a purchase order for defendant.

42. That defendant agreed to issue and did issue said check to plaintiff upon the condition that plaintiff fill a purchase order knowing that defendant did not intend to honor the check or pay for said product it was requesting be filled by plaintiff.

43. That defendant made the misrepresentation as described in paragraph 42 above intending to induce plaintiff to rely upon said agreement by defendant and thereby induced plaintiff to fill an additional purchase order based upon said misrepresentation.

44. That in reliance on defendant's promise to pay for the product plaintiff filled purchase order number 02006 for defendant.

45. Plaintiff did not have reason to know or reasonable cause to know that defendant would not pay for the additional order or honor the check it issued and plaintiff reasonably relied on defendant's promise to pay as agreed upon by the parties to the transactions.

46. That defendant submitted the check as described in paragraph 42 supra to plaintiff with the intent of having plaintiff rely upon this misrepresentation.

47. Plaintiff did not know, nor did it have reasonable cause to know that defendant would not honor the check as written and submitted to plaintiff.

48. Therefore plaintiff's reliance upon defendant's submission of the check to plaintiff was reasonable.

49. As a result of defendant's fraudulent conduct, plaintiff sustained substantial monetary losses including, but not limited to, the loss of $61,622.17.

WHEREFORE, plaintiff demands judgment be entered in its favor and against defendant for damages in an amount in excess of $25,000.00, exclusive of costs and interests to be determined thereon.

COUNT IV - NEGLIGENT MISREPRESENTATION

50. That plaintiff incorporates by reference the allegations contained in paragraphs one through 49 above as though set forth at length.

52. That defendant was acting in a business and professional capacity when defendant accepted and agreed to pay as shown on the invoices it had received on or about February 22, 2007.

53. That defendant was acting in a business and professional capacity when defendant agreed to issue a check it was withholding upon condition that plaintiff fill an additional purchase order for defendant.

54. That defendant misrepresented to plaintiff that defendant would pay for the additional order and honor the check that it issued to plaintiff.

55. That defendant had a duty to honor the check it issued to plaintiff as agreed and to pay plaintiff as agreed upon by the terms of the purchase order number 02006 which defendant requested plaintiff fill.

56. That plaintiff relied upon defendant's misrepresentation when plaintiff filled an additional order for defendant and accepted the check for the amount due and owing by plaintiff.

57. That plaintiff had no cause or reason to know that defendant would not or did not intend to pay for the additional product ordered or that defendant would not honor its check as agreed upon by the parties to the transactions.

58. That as a result of defendant's misrepresentation that it would honor the check issued to plaintiff if plaintiff would fill an additional order for veneer and that defendant would pay for said veneer, plaintiff has sustained substantial monetary losses including, but not limited to, the loss of $61,622.17.

WHEREFORE, plaintiff demands judgment be entered in its favor and against defendant for damages in an amount in

excess of $25,000.00, exclusive of costs and interests to be determined thereon.

NADDEO & LEWIS, LLC

By _____
James A. Naddeo
Attorney for Plaintiff

VERIFICATION

I, Brant Forcey, verify that I am the Vice President of Forcey Lumber Company and that I am authorized to execute this verification and further that the statements made in the foregoing Amended Complaint are true and correct upon my personal knowledge or information and belief. 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.

Forcey Lumber Company

By: _____
Brant Forcey, Vice President
Plaintiff

Dated: 09-25-07

Veneer Resources Group LLC.

Veneer Resources Group LLC.
P O Box 1736
Jamestown, NC 27282

(336) 884-3982

Invoice

DATE	INVOICE #
02/22/2007	541
TERMS	DUE DATE
2%- Net 10	03/04/2007

BILL TO	SHIP TO
Edgemate, Inc PO Box 72 Roaring Springs, PA 16673	Edgemate, Inc 333 Closson Rd Roaring Springs, PA 16673

SHIP VIA	P.O. Number
MSL	POO1861

Service	Description	Amount	Rate	Total
Cherry:Spec 10	- 310558	37216	0.19	7,071.04
Cherry:Spec 10	- 310559	48516	0.19	9,218.04
Maple:Spec 15	- 310404	26180	0.135	3,534.30
Red Oak:Spec 10	- 310627	45476	0.105	4,774.98
			SUBTOTAL	$24,598.36
			DISCOUNT (2%)	$ -491.97
			TOTAL	$24,106.39

REMIT TO:
Forcey Lumber, Inc.
2020 Shiloh Rd
Woodland PA 16881

Exhibit "A"

Veneer Resources Group LLC.

Invoice

Veneer Resources Group LLC.
P O Box 1736
Jamestown, NC 27282

(336) 884-3982

DATE	INVOICE #
02/22/2007	540
TERMS	DUE DATE
2%- Net 10	03/04/2007

BILL TO	SHIP TO
Edgemate, Inc PO Box 72 Roaring Springs, PA 16673	Edgemate, Inc 333 Closson Rd Roaring Springs, PA 16673

SHIP VIA	P.O. Number
MSL	PO01910

Service	Description	Amount	Rate	Total
Poplar:Spec 15	- 289644	39657	0.14	5,551.98
Poplar:Spec 15	- 289650	38896	0.14	5,445.44

SUBTOTAL	$10,997.42
DISCOUNT (2%)	$ -219.95
TOTAL	$10,777.47

REMIT TO:
Forcey Lumber, Inc.
2020 Shiloh Rd
Woodland PA 16881

Veneer Resources Group LLC.

Invoice

Veneer Resources Group LLC.
P O Box 1736
Jamestown, NC 27282

(336) 884-3982

DATE	INVOICE #
02/22/2007	547
TERMS	DUE DATE
2%- Net 10	03/04/2007

BILL TO
Edgemate, Inc PO Box 72 Roaring Springs, PA 16673

SHIP TO
Edgemate, Inc 333 Glosson Rd Roaring Springs, PA 16673

SHIP VIA	P.O. Number
MSL	POOO1981

Service	Description	Amount	Rate	Total
Ash:Spec 10	• VRG-2217	39617	0.16	6,338.72

SUBTOTAL	$6,338.72
DISCOUNT (2%)	$ -126.77
TOTAL	$6,211.95

REMIT TO:
Forcey Lumber, Inc.
2020 Shiloh Rd
Woodland PA 16881

BILL OF LADING

541

Veneer Resources Group

P.O. Box 1736 Jamestown, NC 27282
Phone: (336) 884-3982 Fax: (336) 884-3983

Date: 2-22-20 PO# P0001861

Shipper

Veneer Resources Group
14-B N. Robbins Street
Thomasville, NC 27360

Consignee

Edgemate
333 Closson Road
Roaring Springs, PA 16673

Pallet #	Specie	Footage	Spec #	Price
√310558	Cherry	37216	10	.19
√310559	Cherry	48516	10	.19
√310404	Maple	26180'	15	.135
√310627	Red Oak	45476	10	.105

Shipper Certification:

Shipper Signature: Veneer Resources Date 2-22-2007

Received By: Karla Keagy Date 2-23 2007

Exhibit "B"

BILL OF LADING

#547

Veneer Resources Group

P.O. Box 1756 Jamestown, NC 27282
Phone: (336) 884-5982 Fax: (336) 884-5983

Date: 2 - 22 - 2007 PO# P0001981

Shipper

Veneer Resources Group
14-B N. Robbins Street
Thomasville, NC 27360

Consignee

Edgemate
333 Closson Road
Roaring Springs, PA 16673

Pallet #	Specie	Footage	Spec #	Price
✓ VRG-2217	Ash	39,617	10	.16

Shipper Certification:

Shipper Signature: Veneer Resources Date 2-22-2007

Received By: Karla Heagy Date 2-23 2007

BILL OF LADING

#540

Veneer Resources Group

P.O. Box 1756 Jamestown, NC 27282
Phone: (336) 884-5982 Fax: (336) 884-3983

Date: 2-22-2007 PO# P001910

Shipper

Veneer Resources Group
14-B N. Robbins Street
Thomasville, NC 27360

Consignee

Edgemate
333 Closson Road
Roaring Springs, PA 16673

Pallet #	Specie	Footage	Spec #	Price
V289644	Poplar	39,657'	15	.14
V289650	Poplar	38,896'	15	.14

Shipper Certification:

Shipper Signature: Veneer Resources Date 2-22-2007

Received By: Karla Keagy Date 2-23 2007

Veneer Resources Group
P O Box 1736
Jamestown NC 27282
Phone Number 336-884-3982
Fax Number 336-884-3983

Message:

To:	Edgemate, Inc	From:	Joe Parsons
CC:	Accounting Dept.	Date:	04-05-07

To Whom it May Concern,

In regards to Veneer Resources Group invoices 540, 541, 547, these invoices are Payable and remit to Forcey Lumber , Inc. as stated at the bottom of the invoice.

Thank You

Joe Parsons

Exhibit "C"

EDGEMATE
Purchase Order

Edgemate, Inc.
Roaring Spring Plant
333 E. Closson Road
Roaring Spring, PA. 16673 USA
Tel: 814-224-5137 Fax: 814-224-2534

Order Number	Order Date	Page
P002006	02-27-07	

Ordered From : Forcey Lumber Company, Inc.
2020 Shiloh Road
Woodland, PA 16881
USA

Ship To : Edgemate, Inc.
333 Closson Road
Roaring Spring, PA 16673
USA

All monetary values expressed in : US DOLLAR

Buyer	Terms	Acknowledge	F O B	Ship Via
ALARDIER	1.0%/10 days,Net 3		DESTINATION	MOST ECONOMICAL

Line No	Order Qty / Blanket Type	Our Item Number / Description / Comments	Your Item Number	Warehouse / Unit Price	Request Date / Unit Measure	Extended Price	Change / Cancel
001	50,000	1200074 RV EMD SPEC DOOR CHERRY F/C 1/42 7 FT.		0.1550	4/16/2007 SF	7,750.00	
002	80,000	1200049 RV EMD SPEC 15 DOOR MAPLE F/C 1/42 7 FT. SPECIAL EDGEMATE GRADE DOOR		0.1350	4/16/2007 SF	10,800.00	
003	50,000	1200047 RV EMD SPEC DOOR OAK RED F/C 1/42 7 FT. SPECIAL-EDGEMATE GRADE DOOR COMBINATION OF QTRS AND HEARTWOOD.		0.1100	4/16/2007 SF	5,500.00	
004	28,000	1200220 RV ABP SPEC 10 WHT OAK RIFT 1/42 8 FT AB GRADE PANEL		0.2200	4/16/2007 SF	6,160.00	
005	40,000	1200219 RV ABP SPEC 10 WHT OAK 1/42 8 FT. AB GRADE PANEL		0.1400	4/16/2007 SF	5,600.00	

ATTN: TERRY
FAX: 814-857-7298

PO P002006 TOTAL IN US DOLLARS **35,810.00**

Exhibit "D"

THIS SHIPPING ORDER must be legibly filled in, in ink, in indelible Pencil, or in Carbon, and retained by the Agent.

RECEIVE, subject to the classifications and tariffs, in effect on the date of issue of this Shipping Order.

From ATLANTIC VENEER CORPORATION (Name of Carrier) Carrier's No.

At BEAUFORT NC 28516 USA 4/16/07 Pur. Order No.

the property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated below, which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its route, otherwise to deliver to another carrier on the route to said destination. It is agreed, as to each carrier of all or any of said property over all or any portion of said route or to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Straight Bill of Lading set forth (1) in Uniform Freight Classification in effect on the date hereof, if this is a rail or a rail-water shipment, or (2) in the applicable motor carrier classification or tariff if this is a motor carrier shipment. Shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of lading, including those on the back thereof, set forth in the classification or tariff which governs the transportation of this shipment, and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns. Shipper's No. 41919

Consigned to Edgewater

Destination Roaring Spring, Pa. State 16673 County

Route

Delivering Carrier Delivery Address ★333 Clawson Rd

Car or Vehicle Initials PH 814 Car No. 336-5975

NO. PACKAGES	KIND OF PACKAGES, DESCRIPTION OF ARTICLES, SPECIAL MARKS, AND EXCEPTIONS	WEIGHT (SUB. TO COR.)	CLASS OR RATE	CHECK COLUMN
8	Pallets of Veneer	20,008		
	Picked up on Company Truck			

Subject to Section 7 of Conditions of applicable Bill of Lading, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement. The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

Signature of Consignor

If charges are to be prepaid, write or stamp here, "To be Prepaid."

Received $ to apply in prepayment of the charges on the property described hereon.

Agent or Cashier

Per (The signature here acknowledges only the amount prepaid.)

Charges Advanced: $

C. O. D. SHIPMENT
C. O. D. Amt.
Collection Fee
Total Charges

*If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading shall state whether it is carrier's or shipper's weight. NOTE — Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property. The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding per Wayne

This is to certify that the above named articles are properly classified, described, packaged, marked and labeled, and are in proper condition for transportation, according to the applicable regulations of the Department of Transportation.

ATLANTIC VENEER CORPORATION
PO BOX 660
BEAUFORT NC 28516 USA
Permanent post-office address of shipper

Shipper per Bruce Owen Agent Russell Long 2

Agent must detach and retain this Shipping Order and must sign the Original Bill of Lading.

Exhibit "E"

006719

EDGEMATE, INC.
P.O. BOX 72
ROARING SPRING, PA 16673

M&T Bank
All the bank you'll ever need.
60-295/313

CONTROL NO. 5740

DATE 3/20/2007

PAY FORTY-ONE THOUSAND SEVEN HUNDRED FORTY-NINE AND 54/100 US$

AMOUNT $41,749.54

PAYMENT STOPPED

US FUNDS

TO THE ORDER OF
Forcey Lumber Company, Inc.
2020 Shiloh Road
Woodland, PA 16881
USA

⑈006719⑈ ⑆031302955⑆ 8892643878⑈ ⑈0004174954⑈

FARMS 4-19-07 JC

1613753881
04172007
031000040 FRB-PHILA
ENT=1900 TRC=1900 PK=30

[illegible] 04202007 031[illegible]B-PHILA ENT=5833 TRC=5811

04/20/2007 7708 18-19

04192007

0849-0002-6

SUBSEQUENT COLLECTING BANK USE ONLY

FOR DEPOSITORY BANK USE ONLY

YOUR ENDORSEMENT IN THE ABOVE AREA ONLY
DO NOT SIGN, WRITE OR STAMP BELOW THIS LINE

146865

Forcey Lumber Co., Inc.

BYD

Exhibit "F"

CNB BANK
PO BOX 42 1 S 2ND ST
CLEARFIELD PA 16830

CONFIRMATION OF
TRANSACTION
NOTICE

FOR PERSONAL ASSISTANCE CALL:
1-800-492-3221

PAGE: 1

DATE OF TRANSACTIONS 04-20-07

FORCEY LUMBER CO INC
2020 SHILOH RD
WOODLAND PA 16881-8121

ACCOUNT NUMBER
0001469865

THE FOLLOWING TRANSACTIONS WERE POSTED TO YOUR ACCOUNT
ON 04-20-07 FOR THE AMOUNT SHOWN:

DESCRIPTION	AMOUNT
CHARGEBACK/FEE $9.87	
PAYMENT STOPPED	
EDGEMATE INC	
M&T BANK	41,749.54

200-639 (5/79)

Exhibit "G"

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

Forcey Lumber Company, a corporation, Plaintiff,	*	
v.	*	No. 07-714-CD
Edgemate Inc., a corporation, Defendant.	*	

CERTIFICATE OF SERVICE

I, James A. Naddeo, Esquire, do hereby certify that a certified copy of Amended Complaint was served on the following and in the following manner on the 3rd day of October, 2007:

First-Class Mail, Postage Prepaid

Matthew B. Taladay, Esquire
HANAK, GUIDO & TALADAY
3 South Brady Street
P.O. Box 487
DuBois, PA 15801

NADDEO & LEWIS, LLC

By: James A. Naddeo
James A. Naddeo
Attorney for Plaintiff

FILED
SEP 21 2007
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

FORCEY LUMBER COMPANY, a corporation, Plaintiff vs. EDGEMATE INC., a corporation, Defendant	:	CIVIL DIVISION No. 07-714-CD Type of Pleading: **ANSWER AND NEW MATTER** Filed on Behalf of: Defendant Counsel of Record for This Party: Matthew B. Taladay, Esq. Supreme Court No. 49663 Hanak, Guido and Taladay 528 Liberty Boulevard P. O. Box 487 DuBois, PA 15801 814-371-7768

You are hereby notified to plead to the within pleading within twenty (20) days of service thereof or default judgment may be entered against you.

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

FORCEY LUMBER COMPANY, a corporation, Plaintiff	:	
vs.	:	No. 07-714-CD
EDGEMATE INC., a corporation, Defendant	:	

ANSWER

AND NOW, comes the Defendant, Edgemate, Inc., by its attorneys, Hanak, Guido and Taladay, and hereby responds to Plaintiff's Complaint as follows:

1. Upon information and belief, admitted.

2. Admitted.

3. Upon information and belief, admitted.

4. Admitted in part and denied in part. It is admitted that on February 22, 2007, the Defendant entered a Purchase Order for purchase from Veneer Resources Group, LLC several lots of veneer involving different types of wood. It is denied, however, that this Purchase Order represented the entire agreement of the parties, in that the purchase was made subject to the right of Edgemate, Inc. to reject and receive credit for non-conforming materials.

5. Denied. After reasonable investigation, Defendant is without sufficient information to form a belief as to whether Plaintiff

purchased from Veneer Resources any right under the invoices set forth in Exhibit "A". By way of further answer, any assignment of the rights of Veneer Resources is under and subject to the terms, conditions, limitations and defenses as between Edgemate, Inc. and Joe Parsons, doing business as Madison Sanz and Veneer Resources.

6. After reasonable investigation, Defendant is without information sufficient to form a belief as to the truth of the averments set forth in paragraph 6 of Plaintiff's Complaint, and, therefore, the same are denied and strict proof thereof is demanded at the time of trial.

7. After reasonable investigation, Defendant is without information sufficient to form a belief as to the truth of the averments set forth in paragraph 6 of Plaintiff's Complaint, and, therefore, the same are denied and strict proof thereof is demanded at the time of trial. By way of further answer, it is averred that Veneer Resources assignment to the Plaintiff, if any, is under and subject to the same terms, conditions, limitations and defenses as between Edgemate, Inc. and Joe Parsons, doing business as Veneer Resources.

8. Admitted in part and denied in part. It is admitted that Defendant received invoices set forth in Exhibit "A" on or about February 22, 2007. It is denied that Defendant at any time agreed to pay to Plaintiff monies. To the contrary, Edgemate, Inc. asserts that its contract was at all times with Veneer Resources and that all payments

were due and owing to Veneer Resources under and subject to offsets and/or credits for non-conforming products.

9. Denied as stated. The terms of the invoices speak for themselves and Defendant Edgemate, Inc. denies any paraphrase, summarization or characterization of these terms.

10. Admitted. By way of further answer, it is averred that a substantial quantity of the product delivery was substandard and/or non-conforming and therefore subject to credit or offset payment.

11. Denied as stated. To the contrary, the product was delivered to Defendant in accordance with the terms, conditions, customs and practices established by the parties and which included Defendant Edgemate, Inc.'s right to reject non-conforming or substandard product and to be afforded credit or offset in the amount of such product.

12. Denied.

Count I – Breach of Promise to Pay

13. Defendant incorporates by reference its responses to paragraphs 1 through 12 as if set forth in full.

14. Denied as stated. The Defendant refuses to pay Plaintiff amounts demanded by Plaintiff in that the claims of Plaintiff are subject to credit and/or offset for substandard and non-conforming products.

15. This paragraph constitutes a conclusion of law to which no response is required. To the extent a response is required, this allegation is denied and strict proof is demanded at the time of trial.

16. Denied. To the contrary, Defendant denies any alleged breach of promise to pay and further denies any obligation whatsoever to Plaintiff.

WHEREFORE, Defendant demands judgment in its favor.

Count II – Nonpayment of Check

17. Defendant incorporates by reference paragraphs 1 through 16 above as if set forth in full.

18. Admitted.

19. Admitted. However, by way of further answer, it is averred that this check was issued in error and subsequently payment was stopped.

20. Admitted in part and denied in part. It is admitted that Defendant presented the check to Plaintiff on or about March 20, 2007. By way of further answer, it is averred that this presentation was in error and a stop payment was subsequently issued on the check. With regard to the remaining allegations of paragraph 20, the Defendant is, after reasonable investigation, without information sufficient to form a belief as to the truth of the averments, and, therefore, the same are denied and strict proof thereof is demanded at the time of trial.

21. Upon information and belief, admitted.

22. After reasonable investigation, Defendant is without information sufficient to form a belief as to the truth of the averments set forth in paragraph 22 of Plaintiff's Complaint, and, therefore, the same are denied and strict proof thereof is demanded at the time of trial.

23. Denied. To the contrary, Defendant has no liability to the Plaintiff.

24. Denied. To the contrary, Defendant owes no monies to Plaintiff.

WHEREFORE, Defendant, Edgemate, Inc. demands judgment in its favor.

Count III – Fraud

25. Defendant, Edgemate, Inc., incorporates by reference its responses to paragraphs 1 through 24 above as if set forth in full.

26. Denied. To the contrary, Defendant agreed to pay Veneer Resources for product, subject to credits and offsets for substandard or non-conforming product.

27. Denied. Defendant, Edgemate, Inc., made no representations whatsoever to Plaintiff. Defendant, Edgemate, Inc., had an agreement with Joe Parsons, doing business as Veneer Resources which entitled Edgemate, Inc. to credits and/or offsets for non-

conforming and/or substandard product. By way of further answer, Edgemate, Inc. denies any allegations of misrepresentation.

28. Denied. The Defendant, Edgemate, Inc., does not know on what basis or under what terms the Plaintiff purchased invoices from Veneer Resources. By way of further answer, however, it is averred that Veneer Resources can transfer no greater right in the invoices than it itself holds, and therefore, the transfer of the right to collect under the invoices are under and subject to claims for offset, adjustment or credit for non-conforming product.

29. After reasonable investigation, Defendant is without information sufficient to form a belief as to the truth of the averments set forth in paragraph 29 of Plaintiff's Complaint, and, therefore, the same are denied and strict proof thereof is demanded at the time of trial. By way of further answer, it is averred that Plaintiff's rights under the assigned invoices can be no greater than those of Veneer Resources.

30. Denied. To the contrary, Defendant made no misrepresentations to Plaintiff. By way of further answer, it is averred that the check that was presented to Plaintiff was in error and payment thereon was promptly stopped.

31. Denied. By way of further answer, Defendant, Edgemate, Inc., incorporates its response to paragraph 30.

32. After reasonable investigation, Defendant is without information sufficient to form a belief as to the truth of the averments set

forth in paragraph 32 of Plaintiff's Complaint, and, therefore, the same are denied and strict proof thereof is demanded at the time of trial.

33. Defendant does not know what Plaintiff knew or did not know, therefore, this allegation is denied. However, by way of further answer, it is averred that Defendant had no obligations to make any payments to Plaintiff, and therefore, the check issued to Plaintiff was in error.

34. Denied. It is specifically denied that Plaintiff in any way relied on remission of the check to take any action or refrain from taking any action to its detriment.

35. Denied. Defendant, Edgemate, Inc., specifically denies all allegations of fraudulent conduct and further denies it is responsible to Plaintiff for any alleged monetary loss.

WHEREFORE, Defendant, Edgemate, Inc., demands judgment in its favor.

Count IV – Negligent Misrepresentation

36. Defendant, Edgemate, Inc., incorporates by reference paragraphs 1 through 35 above as if set forth in full.

37. Denied as stated. To the contrary, the Defendant accepted the invoices of Veneer resources in the regular course of business and in accordance with the manner and practices established

as between the parties, including the right of Edgemate, Inc. to reject and receive credit for non-conforming and/or substandard product.

38. Denied. To the contrary, Defendant, Edgemate, Inc., made no misrepresentations.

39. Denied. To the contrary, Defendant, Edgemate, Inc. has no responsibility to the Plaintiff.

40. Denied. Defendant specifically denies any allegations of misrepresentation and further denies that Plaintiff in any way justifiably relied upon representation of Defendants to its detriment.

41. Defendant does not know what Plaintiff had cause or reason to know, therefore this allegation is denied. By way of further answer, it is denied that Defendant did not intend to pay as agreed upon between the parties to the transaction. Defendant, Edgemate, Inc. at all times has dealt in good faith and in the usual course of business with Joe Parsons, doing business as Madison Sanz and Veneer Resources.

42. Denied. Defendant, Edgemate, Inc. specifically denies all allegations of misrepresentation and further denies being responsible to Plaintiff in any way.

WHEREFORE, Defendant, Edgemate, Inc., demands judgment in its favor.

NEW MATTER

43. Defendant, Edgemate, Inc., had an ongoing business relationship with a provider named Joe Parsons. In January, 2007 Mr. Parsons notified representatives of Edgemate, Inc. that his old company was defunct and that his new company was now called Veneer Resources Group.

44. In February, 2007, Joe Parsons notified the accounting department of Defendant to remit checks to Forcey Lumber. Thereafter, purchase orders were still issued by and check made payable to Veneer Resources Group, however, the checks were mailed to the attention of Forcey Lumber.

45. On February 9, 2007, check #6323 was issued and mailed to Veneer Resources Group for invoice numbers 525 and 526. Payments totaled $29,327.25.

46. On or about March 26, 2007, Defendant received invoice numbers 540, 541, and 547 which contained a "remit to" indicating Forcey Lumber.

47. On March 2, 2007, check #6539 in the amount of $40,771.82 was issued to Veneer Resources Group in payment for invoice numbers 540, 541 and 547.

48. On March 20, 2007, check #6539 was voided due to requests of Joe Parsons that the check be issued payable directly to Forcey Lumber. Check #6719 was issued to Forcey Lumber in payment

of invoice number 540, 541 and 547. This check was in the amount of $41,749.54. (The higher amount being due to the discount expiring.)

49. On or about April 2, 2007, Joe Parsons contacted representatives of Edgemate and requested that all open purchase orders from Veneer Resources Group be changed to Forcey Lumber.

50. On or about April 16, 2007, representatives of Edgemate, Inc. became aware that a purchase order made out to Veneer Resources Group was late in delivery. It was communicated that Joe Parsons was waiting for payment from the shipment under purchase order #P001909. It was determined by the CEO of Edgemate, Inc. that check #6719 had mistakenly been made to Forcey Lumber instead of VRG, and therefore instructions were given to stop payment on the check.

51. On or about April 16, 2007 management of Edgemate, Inc. became aware that the product provided by Joe Parsons, d/b/a Veneer Resources Group under purchase order P01909 had been running 10% - 15% out of specifications and that substantial credits were due to Edgemate.

52. On or about April 16, 2007 Joe Parsons requested Edgemate, Inc.'s accounting department to make payment to Forcey Lumber for invoice numbers 540, 541 and 547.

53. On or about April 16, 2007 representatives of Edgemate, Inc. participated in a conference call with Plaintiff's

representative Brandt Forcey wherein Plaintiff's representative advised that there was no legal contract or agreement between Joe Parsons and Forcey Lumber.

54. Plaintiff's representative, Brandt Forcey, was also advised that all claims for amounts due and owing for product provided by Parsons, d/b/a Veneer Resources and Madison Sanz, were subject to significant adjustment for non-conforming or substandard product.

55. The veneer lumber provided by Veneer Resources Group to Defendant, Edgemate, Inc. is substantially out of compliance with the agreed upon specifications between the parties and a large part is unusable by Edgemate, Inc. for its intended purpose.

56. All claims which Plaintiff may have by virtue of assignment or purchase of invoice rights of Veneer Resources are barred or limited by the right of offset of Edgemate, Inc. for non-conforming product supplied by Joe Parsons, doing business as Veneer Resources or Madison Sanz.

57. Defendant is entitled to credit and offset against the amount due under Purchase Orders 540, 541 and 547 as alleged in the Complaint, for all non-conforming and substandard products supplied by Joe Parsons - doing business as Madison Sanz, Veneer Resources and/or Forcey Lumber Company in breach of the terms and conditions of the ongoing business relationship between Joe Parsons and Defendant.

58. Defendant is entitled to offset in the amount of $40,590.22 against the damages alleged in Plaintiff's Complaint. The credits due to Defendant Edgemate, Inc. are listed on Exhibit A attached hereto and incorporated herein by reference.

WHEREFORE, Defendant Edgemate, Inc. demands judgment in its favor.

Respectfully submitted,

HANAK, GUIDO and TALADAY

By _____
Matthew B. Taladay, Esq.
Attorney for Defendant

Edgemate, Inc.
Credits Outstanding **8/29/2007**

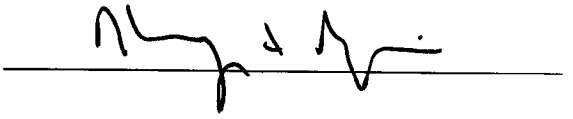
Date	Company	Inv/DM#	Amount
2/16/2007	Madison Sanz	2298	222.00
2/27/2007	Madison Sanz	2302	621.18
2/27/2007	Madison Sanz	2303	825.44
2/27/2007	Madison Sanz	2299	841.70
2/27/2007	Madison Sanz	2300	345.80
2/27/2007	Madison Sanz	2301	584.00
2/27/2007	Madison Sanz	2304	303.75
2/27/2007	Madison Sanz	2305	317.63
2/27/2007	Madison Sanz	2306	125.71
2/27/2007	Madison Sanz	2307	307.65
2/27/2007	Madison Sanz	2308	252.46
2/28/2007	Madison Sanz	2309	449.00
3/14/2007	Madison Sanz	2311	303.49
3/19/2007	Madison Sanz	2312	329.59
3/20/2007	Madison Sanz	2313	239.30
4/2/2007	Madison Sanz	2315	199.22
4/4/2007	Madison Sanz	4/4/2007	728.50
4/10/2007	Madison Sanz	4/10/2007	151.04
5/11/2007	Madison Sanz	5/11/2007	1,453.06
5/11/2007	Madison Sanz	5/11/2007	631.20
6/7/2007	Madison Sanz	6/7/2007-1	886.06
6/7/2007	Madison Sanz	6/7/2007-2	1,733.82
2/27/2007	Veneer Resources	562	142.72
3/2/2007	Veneer Resources	564	1,195.04
3/2/2007	Veneer Resources	565	149.76
3/5/2007	Veneer Resources	567	603.92
3/5/2007	Veneer Resources	568	199.08
3/8/2007	Veneer Resources	572	4,264.80
3/21/2007	Veneer Resources	581	1,885.94
3/22/2007	Veneer Resources	589	475.16
3/22/2007	Veneer Resources	3/22/2007	312.50
3/27/2007	Veneer Resources	3/27/2007	1,585.50
4/2/2007	Veneer Resources	4/2/2007-1	1,852.16
4/2/2007	Veneer Resources	4/2/2007-2	533.54
4/9/2007	Veneer Resources	4/9/2007	1,168.60
4/10/2007	Veneer Resources	4/10/2007	2,595.68
4/10/2007	Veneer Resources	4/10/2007	1,103.32
4/17/2007	Veneer Resources	4/17/2007	2,247.84
4/23/2007	Veneer Resources	4/23/2007	2,290.68
4/30/2007	Veneer Resources	4/30/2007	330.14
6/18/2007	Veneer Resources	6/18/2007	5,802.24
	GRAND TOTAL		**40,590.22**

EXHIBIT A

VERIFICATION

I, Harry K. Benjamin, being the President of Edgemate, Inc., hereby verify that the statements made in the ANSWER AND NEW MATTER 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 the authorities.

Date: 9/12/07



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

FORCEY LUMBER COMPANY, a corporation, Plaintiff	:	
vs.	:	No. 07-714-CD
EDGEMATE INC., a corporation, Defendant	:	

CERTIFICATE OF SERVICE

I certify that on the 19th day of September, 2007, a true and correct copy of the foregoing Answer and New Matter was forwarded via first class U.S. mail, postage prepaid, addressed as follows:

James A. Naddeo, Esq.
Trudy G. Lamadue, Esq.
Attorneys for Plaintiff
NADDEO & LEWIS, LLC
P.O. Box 552
Clearfield, PA 16830

Matthew B. Taladay, Esq.
Attorney for Defendant

IN THE COURT OF COMMON PLEAS

OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

FORCEY LUMBER COMPANY, a Corporation	:	
-vs-	:	No. 07-714-CD
EDGEMATE INC., a Corporation	:	

O R D E R

AND NOW, this 10th day of July, 2007, following argument on the Defendant's Preliminary Objections, it is the ORDER of this Court that both parties supply the Court with appropriate letter brief relative the issues set forth in Paragraphs 2 and 3 of the Preliminary Objections within no more than twenty (20) days from this date.

BY THE COURT,

Fredric J Ammerman

President Judge

FILED 2cc Attys: Naddeo Taladay
01/4:00 BD
JUL 13 2007
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

FORCEY LUMBER COMPANY, a corporation, Plaintiff vs. EDGEMATE INC., a corporation, Defendant	:	CIVIL DIVISION No. 07-714-CD Type of Pleading: **Praecipe to Withdraw Preliminary Objections** Filed on Behalf of: Defendant Counsel of Record for This Party: Matthew B. Taladay, Esq. Supreme Court No. 49663 Hanak, Guido and Taladay 3 South Brady Street P. O. Box 487 DuBois, PA 15801 814-371-7768

FILED
m/10:46/6K
JUL 26 2007
William A. Shaw
Prothonotary/Clerk of Courts
NO CC
(6K)

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

FORCEY LUMBER COMPANY, a corporation, Plaintiff	:	
vs.	:	No. 07-714-CD
EDGEMATE INC., a corporation, Defendant	:	

PRAECIPE TO WITHDRAW PRELIMINARY OBJECTIONS

TO THE PROTHONOTARY:

Kindly withdraw the Preliminary Objections filed by the Defendant in this matter.

Respectfully submitted,

HANAK, GUIDO and TALADAY

By _____
Matthew B. Taladay, Esq.
Attorney for Defendant

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

FORCEY LUMBER COMPANY, a corporation, Plaintiff	:	
vs.	:	No. 07-714-CD
EDGEMATE INC., a corporation, Defendant	:	

CERTIFICATE OF SERVICE

I certify that on the 25th day of July, 2007, a true and correct copy of the foregoing Praecipe to Withdraw Preliminary Objections was forwarded via first class U.S. mail, postage prepaid, addressed as follows:

James A. Naddeo, Esq.
Trudy G. Lamadue, Esq.
Attorneys for Plaintiff
NADDEO & LEWIS, LLC
P.O. Box 552
Clearfield, PA 16830

Matthew B. Taladay, Esq.
Attorney for Defendant

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

Forcey Lumber Company,
a corporation,
Plaintiff,

v.

Edgemate Inc., a corporation,
Defendant.

No. 07-714-CD

Type of Pleading:

MOTION TO SCHEDULE ARGUMENT

Filed on behalf of:
Plaintiff

Counsel of Record for this party:

James A. Naddeo, Esq.
Pa I.D. 06820
&
Tracy G. Lumadue, Esq.
Pa I.D. 202049

NADDEO & LEWIS, LLC.
207 E. Market Street
P.O. Box 552
Clearfield, PA 16830
(814) 765-1601

Dated: June 19, 2007

FILED
JUN 19 2007
0/10:40/c
William A. Shaw
Prothonotary/Clerk of Courts
1 cert to Atty

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

Forcey Lumber Company, a corporation, Plaintiff,	*	
v.	*	No. 07-714-CD
Edgemate Inc., a corporation, Defendant.	*	

O R D E R

AND NOW this 20 day of June, 2007, upon consideration of the Motion to Schedule Argument filed by James A. Naddeo, attorney of record for Plaintiff, it is the Order of this Court that this case will be heard before the Court on the 10th day of July, 2007, at 10:00 A.M., at the Clearfield County Courthouse, Clearfield, Pennsylvania, Courtroom No. 1.

½ hour has been allotted for this hearing.

BY THE COURT,

Judge

FILED

JUN 20 2007
0/4:00/cc
William A. Shaw
Prothonotary/Clerk of Courts

1 cert to Att

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

Forcey Lumber Company, a corporation, Plaintiff,	*	
v.	*	No. 07-714-CD
Edgemate Inc., a corporation, Defendant.	*	

MOTION TO SCHEDULE ARGUMENT

NOW COMES the Plaintiff, Forcey Lumber Company, and by its attorney, James A. Naddeo, Esquire, sets forth the following:

1. That on or about May 4, 2007, plaintiff commenced this action against defendant.

2. That on or about June 1, 2007, defendant filed preliminary objections to plaintiff's Complaint.

3. That the preliminary objections as submitted by defendant have not been scheduled to be heard by this Honorable Court.

WHEREFORE, plaintiff respectfully requests this Honorable Court to enter an Order scheduling the above captioned matter for argument.

NADDEO & LEWIS, LLC

By James A. Naddeo
James A. Naddeo
Attorney for Plaintiff

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

Forcey Lumber Company,
a corporation,
Plaintiff,

v.

Edgemate Inc., a corporation,
Defendant.

No. 07-714-CD

Type of Pleading:

CERTIFICATE OF SERVICE

Filed on behalf of:
Plaintiff

Counsel of Record for
this party:

James A. Naddeo, Esq.
Pa I.D. 06820
&
Trudy G. Lumadue, Esq.
Pa I.D. 202049

NADDEO & LEWIS, LLC.
207 E. Market Street
P.O. Box 552
Clearfield, PA 16830
(814) 765-1601

Dated: June 21, 2007

FILED NO CC.
03:30 cm
JUN 21 2007
William A. Shaw
Prothonotary/Clerk of Courts

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

Forcey Lumber Company, a corporation, Plaintiff,	*	
v.	*	No. 07-714-CD
Edgemate Inc., a corporation, Defendant.	*	

CERTIFICATE OF SERVICE

I, James A. Naddeo, Esquire, do hereby certify that a certified copy of Motion to Schedule Argument was served on the following and in the following manner on the 21st day of June, 2007:

First-Class Mail, Postage Prepaid

Matthew B. Taladay, Esquire
HANAK, GUIDO & TALADAY
3 South Brady Street
P.O. Box 487
DuBois, PA 15801

NADDEO & LEWIS, LLC

By: James A. Naddeo
James A. Naddeo
Attorney for Plaintiff

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

Forcey Lumber Company,
a corporation,
Plaintiff,

v.

Edgemate Inc., a corporation,
Defendant.

No. 07 - 714 - CD

Type of Pleading:

COMPLAINT

Filed on behalf of:
Defendant

Counsel of Record for
this party:

James A. Naddeo, Esq.
Pa I.D. 06820
&
Trudy G. Lumadue, Esq.
Pa I.D. 202049

NADDEO & LEWIS, LLC.
207 E. Market Street
P.O. Box 552
Clearfield, PA 16830
(814) 765-1601

Dated: May 4, 2007

FILED Pd $85.00 AHy
2cc AHy Naddeo
03:40 pm
MAY 04 2007
William A. Shaw
Prothonotary/Clerk of Courts

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

Forcey Lumber Company, a corporation, Plaintiff,	*	
v.	*	No. 07 - - CD
Edgemate Inc., a corporation, Defendant.	*	

NOTICE

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

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

Court Administrator
Clearfield County Courthouse
Market and Second Streets
Clearfield, PA 16830

(814) 765-2641, ext. 5982

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

Forcey Lumber Company, a corporation, Plaintiff,	*	
v.	*	No. 07 - - CD
Edgemate Inc., a corporation, Defendant.	*	

COMPLAINT

NOW COMES the Plaintiff, Forcey Lumber Company, and by its attorney, James A. Naddeo, Esquire, sets forth the following:

1. That the Plaintiff is Forcey Lumber Company, a corporation, having its principal place of business located at 2020 Shiloh Road, Woodland, Pennsylvania.

2. That the Defendant is Edgemate Inc., a corporation, having its principal place of business located at 33 Closson Road, Roaring Springs, Pennsylvania.

3. That plaintiff is engaged in the business of selling and dealing in various lumber products.

4. On or about February 22, 2007, defendant executed a purchase order agreement and purchased from Veneer Resources Group, LLC (hereinafter "Veneer Resources") several lots of veneer being of different types of wood for the prices as shown on attached invoices. Three invoices evidencing said purchase orders by defendant from Veneer Resources are attached

collectively hereto as Exhibit "A" and the same are made a part hereof.

5. That plaintiff had purchased from Veneer Resources all of the same invoices (or bills) as shown in Exhibit A for value. The same is evidenced by the "Remit to" section on each invoice attached hereto collectively as Exhibit A.

6. That plaintiff took the invoices and orders from Veneer Resources in good faith.

7. That plaintiff took the invoices and orders from Veneer Resources without notice that there was any defense or claim in recoupment by defendant against Veneer Resources.

8. On or about February 22, 2007, defendant accepted the invoices (as attached in Exhibit A) in writing upon sight thereof, as appears from the face of the invoice (or bill) and that defendant thereby agreed to pay to plaintiff the same amounts as indicated and agreed upon within each invoice contained in Exhibit A.

9. That the same invoices or bills issued to defendant were due and payable by defendant thirty days from the date the product was received by defendant.

10. That product was delivered to defendant and defendant received possession of all product from Veneer Resources on February 23, 2007. True and correct copies of Bills of Lading corresponding to each purchase order number

(P.O. Number) as indicated on each invoice are attached hereto collectively as Exhibit "B."

11. As described in paragraph 10 above, all product was delivered to defendant in reliance upon defendant's promise to pay the plaintiff as agreed by the parties and evidenced by the Veneer Resources invoices.

12. That defendant owes to plaintiff (as evidenced in Exhibit A) the following amounts $24,598.36; $10,997.42 and $6,338.72.

COUNT I - BREACH OF PROMISE TO PAY

13. That plaintiff incorporates by reference the allegations contained in paragraphs 1 through 12 above as though set forth at length.

14. That defendant has failed and refuses to pay plaintiff as agreed upon by the parties and as agreed and accepted by defendant.

15. That plaintiff is a holder in due course of the same invoices (or bills) as attached hereto in Exhibit A.

16. That defendant's failure and refusal to pay constitutes a breach of the agreement and defendant's promise to pay as made by the parties and evidenced in said invoices attached as Exhibit A.

WHEREFORE, Plaintiff demands judgment in the amount of $41,934.50 with costs and interest thereon from March 25, 2007 forward.

COUNT II - NONPAYMENT OF CHECK

17. That plaintiff incorporates by reference the allegations contained in paragraphs 1 through 16 above as though set forth at length.

18. At all times alleged herein, defendant had various sums of money on deposit with M&T Bank, which M&T Bank agreed to pay to defendant upon defendant's order, by check drawn on such funds, up to the extent of defendant's deposit.

19. On March 20, 2007, defendant drew and issued to plaintiff as payee a check upon M&T Bank in the sum of $41,749.54. A true and correct copy of said check is attached hereto as Exhibit "C."

20. Defendant presented the check to plaintiff shortly after March 20, 2007 and plaintiff endorsed the same and deposited said funds into its account with CNB Bank.

21. Through the course of CNB Bank's attempt to obtain the funds due and payable to plaintiff on the check as described in paragraph 19 it was determined that defendant refused to pay the sum as written, issued and agreed by the check to be paid to plaintiff. See "Payment Stopped" designation on the check as attached as Exhibit C. True and

correct copy of CNB Bank statement indicating "Payment Stopped" by Edgemate Inc., M&T Bank is attached hereto as Exhibit "D."

22. That when defendant refused to pay the check as described in paragraph 19 which plaintiff had deposited into its own account with CNB Bank, CNB Bank charged to plaintiff a chargeback/fee in the amount of $9.87. See attached Exhibit D.

23. That aforesaid check being presented and dishonored, defendant is liable to plaintiff on the check.

24. Plaintiff is justly due the sum of $41,749.54 plus costs.

WHEREFORE, Plaintiff demands judgment be entered in its favor and against defendant, Edgemate Inc., for the sum of $41,759.41 with interest from March 20, 2007, and costs thereon.

COUNT III - FRAUD

25. That plaintiff incorporates by reference the allegations contained in paragraphs 1 through 24 above as though set forth at length.

26. That defendant agreed to pay plaintiff for product and did receive the same product as it had ordered knowing that defendant intended not to pay for said product.

27. That defendant made the misrepresentation as described in paragraph 26 above intending to induce plaintiff and Veneer Resources to rely upon said agreement by defendant

and thereby induced them to deliver the product to defendant based upon said misrepresentation.

28. That in reliance on defendant's promise to pay for the product plaintiff purchased the same invoices from Veneer Resources and Veneer Resources delivered the product to defendant.

29. Plaintiff did not have reason to know or reasonable cause to know that defendant would not pay and plaintiff reasonably relied on defendant's promise to pay as agreed upon by the parties to the transactions.

30. Defendant further misrepresented to plaintiff that it would in fact pay as promised by presenting a check payable to plaintiff (as described in paragraph 19 supra) knowing that defendant did not intend to honor said check when it submitted the same to plaintiff.

31. That defendant submitted the check as described in paragraph 19 supra to plaintiff with the intent of having plaintiff rely upon this misrepresentation.

32. That in reliance upon defendant submitting the check presented and misrepresented to plaintiff as payment no action was taken by plaintiff or Veneer Resources to recoup the product delivered to defendant.

33. Plaintiff did not know, nor did it have reasonable cause to know that defendant would not honor the check as written and submitted to plaintiff.

34. Therefore plaintiff's reliance upon defendant's submission of the check to plaintiff was reasonable.

35. As a result of defendant's fraudulent conduct, plaintiff sustained substantial monetary losses including, but not limited to, the loss of $41,944.37.

WHEREFORE, plaintiff demands judgment be entered in its favor and against defendant for damages in an amount in excess of $25,000.00, exclusive of costs.

COUNT IV - NEGLIGENT MISREPRESENTATION

36. That plaintiff incorporates by reference the allegations contained in paragraphs 1 through 35 above as though set forth at length.

37. That defendant was acting in a business and professional capacity when defendant accepted and agreed to pay as shown on the invoices it had received on or about February 22, 2007.

38. That defendant misrepresented to plaintiff and to Veneer Resources that defendant would pay the invoices as agreed.

39. That defendant had a duty to pay plaintiff as agreed upon by the terms of the invoices it had accepted on

February 22, 2007 for product defendant itself had requested from Veneer Resources.

40. That plaintiff relied upon defendant's misrepresentation when plaintiff purchased the invoices from Veneer Resources and further when no action was taken to recoup the product as defendant had submitted a false check for payment to plaintiff.

41. That plaintiff had no cause or reason to know that defendant would not or did not intend to pay as agreed upon by the parties to the transactions.

42. That as a result of defendant's misrepresentation that it would pay the invoice amounts as agreed upon to plaintiff, plaintiff has sustained substantial monetary losses including, but not limited to, the loss of $41,944.37.

WHEREFORE, plaintiff demands judgment be entered in its favor and against defendant for damages in an amount in excess of $25,000.00, exclusive of costs.

NADDEO & LEWIS, LLC

By James A. Naddeo

James A. Naddeo
Attorney for Plaintiff

V E R I F I C A T I O N

I, Brant Forcey, verify that I am Vice President of Forcey Lumber Company and that I am authorized to execute this verification and further that the statements made in the foregoing Complaint are true and correct upon my personal knowledge or information and belief. 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.

Forcey Lumber Company

By: _____
Brant Forcey, Vice President
Plaintiff

Dated: 09-30-07

Veneer Resources Group LLC.

Veneer Resources Group LLC.
P O Box 1736
Jamestown, NC 27282

(336) 884-3982

Invoice

DATE	INVOICE #
02/22/2007	541
TERMS	DUE DATE
2%- Net 10	03/04/2007

BILL TO	SHIP TO
Edgemate, Inc PO Box 72 Roaring Springs, PA 16673	Edgemate, Inc 333 Closson Rd Roaring Springs, PA 16673

SHIP VIA	P.O. Number
MSL	POO1861

Service	Description	Amount	Rate	Total
Cherry:Spec 10	• 310558	37216	0.19	7,071.04
Cherry:Spec 10	• 310559	48516	0.19	9,218.04
Maple:Spec 15	• 310404	26180	0.135	3,534.30
Red Oak:Spec 10	• 310627	45476	0.105	4,774.98

REMIT TO:
Forcey Lumber, Inc.
2020 Shiloh Rd
Woodland PA 16881

SUBTOTAL	$24,598.36
DISCOUNT (2%)	$ -491.97
TOTAL	$24,106.39

Exhibit "A"

Veneer Resources Group LLC.

Invoice

Veneer Resources Group LLC.
P O Box 1736
Jamestown, NC 27282

(336) 884-3982

DATE	INVOICE #
02/22/2007	540
TERMS	DUE DATE
2%- Net 10	03/04/2007

BILL TO	SHIP TO
Edgemate, Inc PO Box 72 Roaring Springs, PA 16673	Edgemate, Inc 333 Closson Rd Roaring Springs, PA 16673

SHIP VIA	P.O. Number
MSL	POO1910

Service	Description	Amount	Rate	Total
Poplar:Spec 15	• 289644	39657	0.14	5,551.98
Poplar:Spec 15	• 289650	38896	0.14	5,445.44

SUBTOTAL	$10,997.42
DISCOUNT (2%)	$ -219.95
TOTAL	$10,777.47

REMIT TO:
Forcey Lumber, Inc.
2020 Shiloh Rd
Woodland PA 16881

Veneer Resources Group LLC.

Veneer Resources Group LLC.
P O Box 1736
Jamestown, NC 27282

(336) 884-3982

Invoice

DATE	INVOICE #
02/22/2007	547
TERMS	DUE DATE
2%- Net 10	03/04/2007

BILL TO	SHIP TO
Edgemate, Inc PO Box 72 Roaring Springs, PA 16673	Edgemate, Inc 333 Glosson Rd Roaring Springs, PA 16673

SHIP VIA	P.O. Number
MSL	POOO1981

Service	Description	Amount	Rate	Total
Ash:Spec 10	• VRG-2217	39617	0.16	6,338.72

SUBTOTAL	$6,338.72
DISCOUNT (2%)	$ -126.77
TOTAL	$6,211.95

REMIT TO:
Forcey Lumber, Inc.
2020 Shiloh Rd
Woodland PA 16881

BILL OF LADING

541

Veneer Resources Group

P.O. Box 1736 Jamestown, NC 27282
Phone: (336) 884-3982 Fax: (336) 884-3983

Date: 2-22-20 PO# P0001861

Shipper	Consignee
Veneer Resources Group	Edgemate
14-B N. Robbins Street	333 Closson Road
Thomasville, NC 27360	Roaring Springs, PA 16673

Pallet #	Specie	Footage	Spec #	Price
√310558	Cherry	37816	10	.19
√310559	Cherry	48516	10	.19
√310404	Maple	26180'	15	.135
√310627	Red Oak	45476	10	.105

Shipper Certification:

Shipper Signature: Veneer Resources Date 2-22-2007

Received By: Kayla Keagy Date 2-23 2007

Exhibit "B"

BILL OF LADING

#547

Veneer Resources Group

P.O. Box 1736 Jamestown, NC 27282
Phone: (336) 884-5982 Fax: (336) 884-3983

Date: 2 - 22 - 2007 PO# P0001981

Shipper

Veneer Resources Group
14-B N. Robbins Street
Thomasville, NC 27360

Consignee

Edgemate
333 Closson Road
Roaring Springs, PA 16673

Pallet #	Specie	Footage	Spec #	Price
✓ VRG-2217	Ash	39,617	10	.16

Shipper Certification:

Shipper Signature: Veneer Resources Date 2-22-2007

Received By: Karla Keagy Date 2-23 2007

BILL OF LADING

#540

Veneer Resources Group

P.O. Box 1736 Jamestown, NC 27282
Phone: (336) 884-3982 Fax: (336) 884-3983

Date: 2-22-2007 PO# P001910

Shipper

Veneer Resources Group
14-B N. Robbins Street
Thomasville, NC 27360

Consignee

Edgemate
333 Closson Road
Roaring Springs, PA 16673

Pallet #	Specie	Footage	Spec #	Price
√289644	Poplar	39,657'	15	.14
√289650	Poplar	38,896'	15	.14

Shipper Certification:

Shipper Signature: Veneer Resources Date 2-22-2007

Received By: Karla Keagy Date 2-23 2007

EDGEMATE, INC.
P.O. BOX 72
ROARING SPRING, PA 16673

M&T Bank
All the bank you'll ever need.
60-295/313

006719

CONTROL NO. 5740 DATE 3/20/2007

PAY FORTY-ONE THOUSAND SEVEN HUNDRED FORTY-NINE AND 54/100 US$ AMOUNT $41,749.54

PAYMENT STOPPED

US FUNDS

TO THE ORDER OF
Forcey Lumber Company, Inc.
2020 Shiloh Road
Woodland, PA 16881
USA

⑈006719⑈ ⑆031302955⑆ 889254388781 ⑈0004174954⑈

APRIL 4-18-07 RC

1613753881
04172007
031000040 FRB-PHILA
ENT=1900 TRC=1900 PK=30

>031302955<
O FAIRFIELD, PA
PROCESSED-PAID
04/20/2007 7768 18-19

04192007

SUBSEQUENT COLLECTING BANK USE ONLY

FOR DEPOSITORY BANK USE ONLY

YOUR ENDORSEMENT IN THE ABOVE AREA ONLY
DO NOT SIGN, WRITE OR STAMP BELOW THIS LINE

14669865

Forcey Lumber Co., Inc.
BYD

Exhibit "C"

CNB BANK
PO BOX 42 1 S 2ND ST
CLEARFIELD PA 16830

CONFIRMATION OF
TRANSACTION
NOTICE

FOR PERSONAL ASSISTANCE CALL:
1-800-492-3221

PAGE: 1

DATE OF TRANSACTIONS 04-20-07

FORCEY LUMBER CO INC
2020 SHILOH RD
WOODLAND PA 16881-8121

ACCOUNT NUMBER
0001469865

THE FOLLOWING TRANSACTIONS WERE POSTED TO YOUR ACCOUNT
ON 04-20-07 FOR THE AMOUNT SHOWN:

DESCRIPTION	AMOUNT
CHARGEBACK/FEE $9.87	41,749.54
PAYMENT STOPPED	
EDGEMATE INC	
M&T BANK	

200-639 (5/79)

Exhibit "D"

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

FORCEY LUMBER COMPANY, a corporation, Plaintiff vs. EDGEMATE INC., a corporation, Defendant	:	CIVIL DIVISION No. 07-714-CD Type of Pleading: **Preliminary Objections** Filed on Behalf of: Defendant Counsel of Record for This Party: Matthew B. Taladay, Esq. Supreme Court No. 49663 Hanak, Guido and Taladay 3 South Brady Street P. O. Box 487 DuBois, PA 15801 814-371-7768

FILED NO CC
m/9:26/04 (GK)
JUN 04 2007
William A. Shaw
Prothonotary/Clerk of Courts

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

FORCEY LUMBER COMPANY, a corporation, Plaintiff	:	
vs.	:	No. 07-714-CD
EDGEMATE INC., a corporation, Defendant	:	

PRELIMINARY OBJECTIONS

AND NOW, comes the Defendant, Edgemate, Inc., by its attorneys, Hanak, Guido and Taladay, and hereby file the within Preliminary Objections to Plaintiff's Complaint:

1. Plaintiff's Complaint purports to state a claim against Edgemate, Inc. seeking payment for products purchased by Edgemate from a company known as Veneer Resources.

2. The Complaint alleges that Forcey Lumber "purchased" the invoices from Veneer Resources. The Complaint fails to set forth sufficient facts to assert that a valid assignment of the rights of Veneer Resources have been made to the Plaintiff.

3. The Complaint fails to state whether the claims asserted by Forcey Lumber are based on any writing between Plaintiff and Veneer Resources and further fails to attach any writing which would support the contention that Defendant, Edgemate, Inc., is obligated to make any payments to Plaintiff.

4. For the above stated reasons, the Complaint fails to state a claim upon which relief can be granted.

WHEREFORE, Defendant, Edgemate, Inc., respectfully requests that Plaintiff's Complaint be dismissed.

Respectfully submitted,

HANAK, GUIDO and TALADAY

By _____
Matthew B. Taladay, Esq.
Attorney for Defendant

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

FORCEY LUMBER COMPANY, a corporation, Plaintiff	:	
vs.	:	No. 07-714-CD
EDGEMATE INC., a corporation, Defendant	:	

CERTIFICATE OF SERVICE

I certify that on the 1st day of June, 2007, a true and correct copy of the foregoing Preliminary Objections were forwarded via first class U.S. mail, postage prepaid, addressed as follows:

James A. Naddeo, Esq.
Trudy G. Lamadue, Esq.
Attorneys for Plaintiff
NADDEO & LEWIS, LLC
P.O. Box 552
Clearfield, PA 16830

Matthew B. Taladay, Esq.
Attorney for Defendant

Clearfield County Court of Common Pleas

ROA Report

Case: 2007-00714-CD

Current Judge: Fredric Joseph Ammerman

Forcey Lumber Companyvs.Edgemate Inc

Civil Other-COUNT

Date		Judge
5/4/2007	New Case Filed.	No Judge
	Filing: Civil Complaint Paid by: Naddeo, James A. (attorney for Forecy Lumber Company,) Receipt number: 1918893 Dated: 5/4/2007 Amount: $85.00 (Check) 2CC Atty Naddeo.	No Judge
6/4/2007	Preliminary Objections, filed by s/ Matthew B. Taladay, Esquire. No CC	No Judge
6/19/2007	Motion to Schedule Argument, filed by Atty. Naddeo 1 Cert. to Atty.	No Judge
6/20/2007	Order, this 20th day of June, 2007, upon consideration of the Motion to Schedule Argument, it is Ordered that this case will be heard before the Court on the 10th day of July, 2007, at 10:00 a.m. at the Clfd. Co. Courthouse, Courtroom 1. 1/2 hour has been allotted for this hearing. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC to Atty	Fredric Joseph Ammerman
6/21/2007	Certificate of Service, filed. That a certified copy of Motion to Schedule Argument was served on the 21st day of June 2007 to Matthew B. Taladay Esq., filed by s/ James A. Naddeo Esq. No CC.	Fredric Joseph Ammerman
7/13/2007	Order, NOW, this 10th day of July, 2007, following argument on the Defendant's Preliminary Objections, it is Ordered that both parties supply the Court with appropriate letter brief relative the issues set forth in Paragraphs and 3 of the Preliminary Objections within no more than 20 days from this date. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 2CC Attys: Naddeo, Taladay	Fredric Joseph Ammerman
7/26/2007	Praecipe to Withdraw Preliminary Objections, filed by s/ Matthew B. Taladay, Esquire. No CC	Fredric Joseph Ammerman
9/21/2007	Answer and New Matter filed by Atty. Taladay no cert. copies.	Fredric Joseph Ammerman
10/3/2007	Amended Complaint, filed by s/ James A. Naddeo Esq. 1CC Atty Naddeo.	Fredric Joseph Ammerman
	Sheriff Return, May 7, 2007, Sheriff of Blair County was deputized. May 9, 2007 at 10:50 am Served the within Complaint on Edgemate Inc. So Answers, Chester A. Hawkins, Sheriff by s/Marilyn Hamm Shff Hawkins costs pd by Naddeo $31.00 Blair Co costs pd by Naddeo $27.00	Fredric Joseph Ammerman
10/30/2007	Answer and New Matter filed. By s/ Matthew B. Taladay, Esquire. No CC	Fredric Joseph Ammerman
11/19/2007	Reply to New Matter, filed by s/ James A. Naddeo, Esquire. 2CC Atty. Naddeo	Fredric Joseph Ammerman
11/21/2007	Emergency Petition to Preserve Evidence, filed by Atty. Naddeo, 2 Cert. to Atty.	Fredric Joseph Ammerman
	Order, this 21st day of Nov., 2007, Defendant is enjoined from disposing of, altering and/or destroying any and all evidence that is the subject of the above encaptioned lawsuit, including but not limited to all veneer product which Defendant claims is nonconforming or substandard, and, a hearing is scheduled for the 2nd day of January, 2008 at 10:30 a.m. in Courtroom 1. By The Court, /s/ Fredric J. Ammerman, Pres. Judge.	Fredric Joseph Ammerman
11/26/2007	Certificate of Service, filed. That certified copies of Emergency Petition to Preserve Evidence and order entered by the Court were served by first class mail on the 21st day of November 2007 to Matthew B. Taladay Esq., filed by s/ James A. Naddeo Esq. No CC.	Fredric Joseph Ammerman

Civil Other-COUNT

Date		Judge
1/2/2008	Order, this 2nd day of Jan., 2008, Emergency Petition to Preserve Evidence is granted to the extent that the veneer in question be preserved for no less than 30 days from this date. Representatives of the Plaintiff may examine the veneer for purposes of compiling an expert report. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 2CC Attys: Naddeo, Taladay	Fredric Joseph Ammerman
2/28/2008	Stipulation, filed by s/Trudy Lumadue, Esquire. 2CC Atty. Lumadue	Fredric Joseph Ammerman
2/29/2008	Complaint to Join Additional Defendant, filed by s/ Matthew B. Taladay, Esquire. 4CC to Atty.	Fredric Joseph Ammerman
3/6/2008	Certificate of Service, filed. That on the 4th day of March 2008, an original Complaint to Join Additional Defendants was sent certified mailt to Veneer Resources Group LLC, Madison-Sanz Ltd., Veneer Resources Group Ltd., filed by s/ Matthew B. Taladay Esq. No CC.	Fredric Joseph Ammerman
	Certificate of Service, filed. That certified copy of Stipulation was served on the 5th day of March 2008 to Matthew B. Taladay Esq., filed by s/ James A. Naddeo Esq. NO CC.	Fredric Joseph Ammerman
	Praecipe to Substitute Verification, filed by s/ Matthew B. Taladay, Esquire. No CC	Fredric Joseph Ammerman
3/24/2008	Affidavit of Service filed. On March 7, 2008, served by certified mail a Court certified copy of Complaint to Join Additional Defendant upon Veneer Resources Group, Ltd., and Madison-Sanz Ltd. Filed by s/ Matthew B. Taladay, Esquire. No CC	Fredric Joseph Ammerman
3/26/2008	Certificate of Service, filed. That true and correct copies of the Notice of Taking Deposition of Harry Benjamin and the Notice of Taking Deposition of Adam Lardieri were served on the 26th day of March 2008 by first class mai to Matthew B. Taladay Esq. and ASAP Court Reporting, filed by s/ James A. Naddeo Esq. 2CC Atty Naddeo.	Fredric Joseph Ammerman
7/28/2008	Request for Production of Documents Directed to Defendant, Edgemate, Inc Two CC Attorney Naddeo	Fredric Joseph Ammerman
	Certificate of Service, Request for Production of Documents Directed to Defendant, upon Matthew B. Taladay, Esq. and Joe Parsons, filed by s/James A. Naddeo, Esq. No CC	Fredric Joseph Ammerman
8/21/2008	Notice of Service, Defendant's Response to Plaintiff's Request For Production of Documents served upon James A. Naddeo, Esquire, on the 20th day of August, 2008, by first class mail. Filed by s/ Matthew B. Taladay, Esquire. No CC	Fredric Joseph Ammerman
	Certificate of Service, a copy of Notice of Taking Deposition was served on Matthew B. Taladay, Esquire, Maryann Cornelius, and Joe Parsons, on the 21st day of August, 2008 by First Class Mail. Filed by s/ James A. Naddeo, Esquire. 3CC Atty. Naddeo	Fredric Joseph Ammerman
	Certificate of Service, a copy of Notice of Taking Deposition was served on Matthew B. Taladay, Esquire, Joe Parsons, and Maryann Cornelius, court Reporter, on the 21st day of August, 2008, by First-Class Mail. filed by s/ James A. Naddeo, Esquire. 3CC Atty. Naddeo	Fredric Joseph Ammerman
8/22/2008	Certificate of Service, a copy of Notice of Taking Deposition was served on Matthew B. Taladay, Esquire; Joe Parsons; and Maryann Cornelius, on the 21st day of August, 2008, by first class mail. Filed by s/ James A. Naddeo, Esquire. No CC	Fredric Joseph Ammerman

Civil Other-COUNT

Date		Judge
9/2/2008	Notice of Service, filed. Via first class mail this 29th day of August 2008, Defendant's Supplemental Response to Plaintiff's Request for Production of Documents to James A. Naddeo Esq and copies to Joe Parsons, filed by s/ Matthew B. Taladay Esq. No CC.	Fredric Joseph Ammerman
11/7/2008	Praecipe For Status Conference, filed by s/ James A. Naddeo, Esquire. 2CC Atty. Naddeo	Fredric Joseph Ammerman
11/10/2008	Order, this 10th day of Nov., 2008, a hearing is scheduled upon Plaintiff's Praecipe for Status Conference for the 15th day of Dec., 2008, at 10:30 a.m in Courtroom 1. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1C(to Atty.	Fredric Joseph Ammerman
11/12/2008	Certificate of Service, certified copy of Praecipe for Status Conference and Order was served on Matthew B. Taladay, Esquire, and Joe Parsons, by First-Class Mail on the 12th day of Nov., 2008. Filed by s/ james A. Naddeo, Esquire. No CC	Fredric Joseph Ammerman
11/18/2008	Petition to Reschedule Status Conference, filed by Atty. Taladay no cert. copies.	Fredric Joseph Ammerman
11/20/2008	Order, AND NOW, this 19th day of November, 2008, upon Petition of Defendant, Ordered that the Status Conference originally scheduled for December 15, 2008, at 10:30 a.m. is hereby rescheduled for the 16th day of December, 2008, at 3:30 p.m. in Courtroom No. 1. BY THE COURT: /s/Fredric J. Ammerman, P.J. One CC Attorney Taladay	Fredric Joseph Ammerman
11/25/2008	Certificate of Service, filed. That on the 24th day of November 2008, a Cour certified Order scheduling Status Conference was sent via U.S. regular mail to James A. Naddeo Esq., with a copy to Joe Parsons, filed by s/ Matthew B. Taladay Esq. No CC.	Fredric Joseph Ammerman
12/16/2008	Order, this 16th day of Dec., 2008, following status conference, the Court establishes the following case management order: 1. All discovery shall be completed within 90 days of today's date; 2. All motions shall be filed within 30 days following the close of discovery; 3. Responses to all motions filed by either party shall be filed within 30 days of the date of service; 4. Nonjury trial is scheduled for Sept. 23, 2009, at 9:00 a.m., Courtroom 1. by the Court, /s/ Fredric J. Ammerman, Pres. Judge. 2CC Attys: Taladay, Lumadue	Fredric Joseph Ammerman
1/7/2009	Certificate of Service, filed. That a true and correct copy of Notice of Taking Deposition of Lisa White was served on the 7th day of January 2009 by first class mail to Matthew B. Taladay Esq., Joe Parsons and Maryann Cornelius, filed by s/ James A. Naddeo Esq. 3CC Atty Naddeo.	Fredric Joseph Ammerman
	Certificate of Service, filed. That a true and correct copy of Notice of Taking Deposition of Chaz Boyle was served on the 7th day of January 2008 by firs class mail to Matthew B. Taladay Esq., Joe Parsons, and Maryann Cornelius, filed by s/ James A. Naddeo Esq. 3CC Atty Naddeo.	Fredric Joseph Ammerman
	Certificate of Service, filed. That a true and correct copy of Notice of Taking Deposition of Jim Morter was served on the 7th day of January 2009 by first class mail to Matthew B. Taladay Esq., Joe Parsons and Maryann Cornelius, filed by s/ James A. Naddeo Esq. 3CC Atty Naddeo.	Fredric Joseph Ammerman
4/13/2009	Plaintiff's Motion For Sanction Regarding Spoliation of Evidence, filed by s/ James A. Naddeo, Esquire. 2CC atty. Naddeo	Fredric Joseph Ammerman

Civil Other-COUNT

Date		Judge
4/14/2009	Order, this 14th day of April, 2009, upon consideration of the Motion for Sanction Regarding Spoliation of Evidence, it is Ordered that this case will be heard before the Court on the 11th day of June, 2009 at 10:00 a.m. Courtroom 3. By the Court, /s/ Fredric J. Ammerman, Pres. Judge. 3CC to Atty.	Fredric Joseph Ammerman
4/15/2009	Plaintiff's Motion For Partial Summary Judgment, filed by s/ James A. Naddeo, Esuqire. 2CC Atty. Naddeo	Fredric Joseph Ammerman
4/16/2009	Certificate of Service, filed. That a certified copy of Order dated April 14, 20(was served on the 16th day of April 2009 by first class mail to Matthew B. Taladay Esq. and Joe Parsons-Veneer Resources Group LLC, filed by s/ James A. Naddeo Esq. No CC.	Fredric Joseph Ammerman
4/17/2009	Order, this 17th day of April, 2009, upon consideration of Plaintiff's Motion fc Partilal Summary Judgment, this case will be heard on the 11th day of June 2009, at 10:00 a.m., Courtroom 1. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 3CC atty. Naddeo	Fredric Joseph Ammerman
4/22/2009	Certificate of Service, filed. That a certified copy of Order dated April 17, 20(was served on the 21st day of April 2009 by first class mail to Matthew B. Taladay Esq. and Joe Parsons, filed by s/ James A. Naddeo Esq. No CC.	Fredric Joseph Ammerman
5/15/2009	Response to Plaintiff's Motion for Sanction Regarding Spoliation of Evidenc filed by s/Matthew B. Taladay, Esq. No CC	Fredric Joseph Ammerman
	Response to Plaintiff's Motion for Partial Summary Judgment, filed by s/Matthew B. Taladay, Esq. No CC	Fredric Joseph Ammerman
6/10/2009	Evidence Exhibits in Support of Plaintiff's Motion for Partial Summary Judgment And Motion For Sanction Regarding Spoliation of Evidence, filed by s/ James A. Naddeo, Esquire. 2CC Atty. Naddeo	Fredric Joseph Ammerman
6/11/2009	Order, this 11th day of June, 2009, following argument on the Plaintiff's Motion for Sanction and Motion for Partial Summary Judgment, it is Orderec that both parties provide the Court with appropriate letter brief within no mor than 20 days from this dated. Either or both parties shall have the right to submit to the Court a responsive brief within no more than 10 days thereafte by the Court, /s/ Fredric J. Ammerman, Pres. Judge. 2CC Attys: Naddeo, Taladay	Fredric Joseph Ammerman
8/14/2009	Order, this 11th day of August, 2009, Plaintiff's Motion for Partial Summary Judgment, as to Count II of the Amended Complaint, is DENIED. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Attys: Naddeo/ Lumadue, Taladay	Fredric Joseph Ammerman

8-18-09 Order 8-18-09