

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
MIAMI-DIVISION

CASE NO.: 01-3598-CIV-KING

INTERNATIONAL TRADER, a
Florida corporation,

MAGISTRATE JUDGE O'SULLIVAN

Plaintiff,

vs.

LADD FURNITURE INC., a foreign
corporation doing business through LADD
UPHOISTERY COMPANY, its division

Defendant.

FILED

OCT 16 2001

CLARENCE MADDOX
CLERK, USDC / SDFL / MIA

CLAYTON MARCUS CO., INC., a
North Carolina corporation

Intervening Plaintiff,

vs.

INTERNATIONAL TRADER, a
Florida Corporation

Counter Defendant.

AMENDED COMPLAINT

The Plaintiff, INTERNATIONAL TRADER, INC., files this complaint against Defendant, LADD FURNITURE INC., and alleges:

1. This Court has subject matter jurisdiction pursuant to 28 USC Section 1332 because there is complete diversity between the parties and the matter in controversy exceeds the sum of \$75,000.00 exclusive of interest and costs.

2. Plaintiff, INTERNATIONAL TRADER, INC., is a Florida corporation, with its

a
[Signature]

principal place of business in Miami-Dade County, Florida.

3. Defendant, LADD FURNITURE INC., is a North Carolina corporation with its principal place of business in Catawba County, North Carolina.

4. Venue is proper in the Southern District of Florida as the cause of action alleged arises in Miami-Dade County, Florida.

COUNT I

5. This is a claim for goods sold and delivered.

6. The allegations of paragraph 1 through 3 are reaverred and realleged as fully set forth herein.

7. Plaintiff and Defendant entered into a series of transactions commencing on or about October of 1999. In these transactions Defendant ordered from Plaintiff, leather goods i.e. leather hides and kits, for delivery FOB Miami, at an agreed price, to be shipped to various furniture companies owned by the Defendant.

8. The Defendant owes the Plaintiff the sum of \$200,674.84 which is due with interest since May 16, 2001 for goods sold and delivered by Plaintiff to Defendant between April 4, 2000 and April 16, 2001 as is depicted on the invoices attached hereto as Exhibit "A" and fully incorporated herein.

9. Plaintiff has had to retain the services of Raul R. Lopez, P.A., in order to prosecute this claim. Plaintiff is entitled to an attorney's fee as there is no issue of law or fact as to the indebtedness of Defendant to Plaintiff.

WHEREFORE, Plaintiff demands judgment against Defendant including compensatory damages in the amount of \$200,674.84 and prejudgement interest, court costs and attorney's fee pursuant to Florida Statute 57.105, and any other relief that this court deems proper. Plaintiff

demands trial by jury on all issues triable by jury as a matter of right.

COUNT II

10. Plaintiff reavers and realleges the allegations contained in paragraph 1 through 3 as fully set forth herein.

11. Before the institution of this action, Plaintiff and Defendant had business transactions between them, and agreed on the resulting balance.

12. This was done on basis of separate invoices as attached hereto as composite Exhibit "A".

13. Plaintiff rendered statements on the balance owed on each separate transactions to Defendant, copies which are attached hereto as composite Exhibit "A", and Defendant did not object to these statements. As part of the agreement between the parties, there is included a 5% late fee on all invoices over thirty (30) days. Defendant owes the Plaintiff the sum of \$210,708.58 since April 16, 2001, on the aforestated account inclusive of late fees.

14. Plaintiff has had to retain the services of Raul R. Lopez, P.A., in order to prosecute this action. Plaintiff is entitled to an attorney's fee as there is no issue of law or fact as to the indebtedness of Defendant to Plaintiff.

WHEREFORE, Plaintiff demands judgment for damages against Defendant including compensatory damages in the amount of \$210,708.58 and prejudgment interest, court costs, attorney's fee pursuant to Florida Statutes 57.105, and any other relief that this court deems proper. Plaintiff demands trial by jury on all issues triable by jury as a matter of right.

COUNT III
OPEN ACCOUNT

15. Plaintiff reavers and realleges the allegations contained in paragraphs 1 through 3 as fully set forth herein.

16. Defendant owes the Plaintiff the amount of \$210,708.58 that is due with interest since May 16, 2001, according to the attached accounts. (See composite Exhibit "A" and "B").

17. Plaintiff has had to retain the Law Offices of Raul R. Lopez, P.A., to prosecute this action. Plaintiff is entitled to an attorney's fee as there is no issue of law or fact as to the indebtedness of Defendant to Plaintiff.

WHEREFORE, Plaintiff demands judgment for damages against Defendant including compensatory damages in the amount of \$210,708.58 and prejudgment interest, court costs, attorney's fee pursuant to Florida Statutes 57.105, and any other relief that this court deems proper. Plaintiff demands a trial by jury on all issues triable by jury as a matter of right.

COUNT IV
BREACH OF CONTRACT

18. Plaintiff realleges and reavers the allegations contained in paragraphs 1 through 3 as fully set forth herein.

19. Plaintiff and Defendant entered into a contract which involved a series on transactions commencing on or about October of 1999. In these transactions, Defendant, ordered from Plaintiff leather goods i.e. leather hides and leather kits, for delivery FOB Miami, at an agreed price pursuant to purchase orders issued by Defendant and confirmed by Plaintiff and to be shipped to various furniture companies owned by Defendant.

20. Pursuant to the agreement between the parties, Defendant was to pay Plaintiff for

goods sold and delivered within thirty (30) days of invoice. Furthermore, the parties agreed that upon failure to pay an invoice upon thirty (30) days, Defendant would be responsible for an additional 5% on each invoice.

21. Plaintiff delivered the goods depicted in the invoices attached hereto as composite Exhibit "A". Defendant has failed to pay for the goods as depicted on the invoices attached hereto as Exhibit "A", within the time period agreed to by the parties.

22. Plaintiff has complied with all conditions precedent to payment under the subject contract.

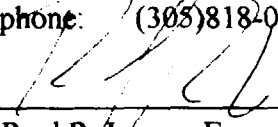
23. Defendant owes Plaintiff the sum of \$210,708.58 pursuant to the subject agreement which is due with interest since May 16, 2001.

24. Plaintiff has had to retain the services of Raul R. Lopez, P.A., to prosecute this action. Plaintiff is entitled to an attorney's fee as there is no issue of law or fact as to the indebtedness of Defendant to Plaintiff.

WHEREFORE, Plaintiff demands judgment for damages against Defendant including compensatory damages in the amount of \$210,708.58 and prejudgment interest, court costs, attorney's fee pursuant to Florida Statutes 57.105, and any other relief that this court deems proper. Plaintiff demands a trial by jury on all issues triable by jury as a matter of right.

Respectfully submitted,

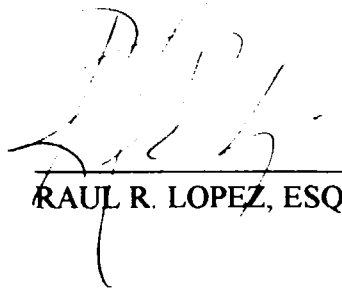
RAUL R. LOPEZ, P.A.
Attorney for Plaintiff
6175 N.W. 153rd Street, Suite 221
Miami Lakes, Florida 33014
Telephone: (305)818-0117

By: 
Raul R. Lopez, Esq.
Florida Bar No: 705667

CERTIFICATE OF ADMISSION AND SERVICE

I HEREBY CERTIFY that I am admitted to the Bar of the United States District Court in and for the Southern District of Florida and I am in compliance with the additional qualifications to practice in this Court as set forth in Local Rule 2090-1(A).

I HEREBY CERTIFY that a true and correct copy of the foregoing was furnished by U.S. Mail this 15th day of October, 2001, to: Carlos F. Concepcion, Esq., Attorney for Defendant Ladd Uphoistery and CounterPlaintiff Clayton Marcus, 283 Catalonia Avenue, 2nd Floor, Coral Gables, Florida 33134.



RAUL R. LOPEZ, ESQ.

EXHIBIT "A"

328 Crandon Blvd, Suite 226
Key Biscayne, FL 33149

DATE	INVOICE #
4/4/2000	10299

BILL TO
LADD UPHOLSTERY P.O.BOX 100 HICKORY, NC 28603

SHIP TO
PENNSYLVANIA HOUSE 1709 AIRPORT ROAD MONROE, NC 28110

P.O. NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	PROJECT
	Net 30	MT	4/4/2000			

QUANTITY	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT
10	95-0971	20448 95-971 2305L BRITTANY RASPBERRY	532.77	5,327.70
10	95-0976	20450 95-976 2305L BRITTANY RASPBERRY	251.57	2,515.70
10	95-0979	20451 95-979 2305L BRITTANY RASPBERRY	83.55	835.50
523.25	HIDE	PO# 196301 ARIZONA CHOCOLATE	1.75	915.69
1	FREIGHT	PO# 193959 MIAMI, NC	185.50	185.50
NO CREDIT WILL BE ACCEPTED UNLESS A SIGNED APPROVAL IS PROVIDED BY MIKE TENNIS AND DOMINGO CORTINEZ JOINTLY				

Handwritten notes:
 CR# 898410
 Dated 5/26/00
 Bal 4.40
 still due
 9/5.69

5% LATE FEE ON ALL INVOICE OVER 30 DAYS.

Total \$9,780.09

International Trader Inc

323 Crandon Blvd, Suite 226
Key Biscayne, FL 33149

Invoice

DATE	INVOICE #
4/13/2000	10304

BILL TO
LADD UPHOLSTERY P.O. BOX 100 HICKORY, NC 28603

SHIP TO
PENNSYLVANIA HOUSE 1709 AIRPORT ROAD MONROE NC 28110

P.O. NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	PROJECT
	Net 30	MT	4/13/2000			

QUANTITY	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT
1	4444-45	20480 4444-45 6155 ARIZONA WALNUT	252.74	252.74
1	4445-45	20481 4445-45 61555 ARIZONA WALNUT	50.51	50.51
1	FREIGHT	UPS NEXT DAY	55.00	55.00
NO CREDIT WILL BE ACCEPTED UNLESS A SIGNED APPROVAL IS PROVIDED BY MIKE TENNIS AND DOMINGO CORTINEZ JOINTLY				

LATE FEE ON ALL INVOICE OVER 30 DAYS.	Total	\$358.25
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International Trader Inc.

328 Crandon Bouelvard
Suite 226
Key Biscayne, FL 33149

Invoice

DATE	INVOICE #
9/29/2000	10534

BILL TO
Ladd Upholstery P.O. Box 100 Hickory, NC 28603

SHIP TO
Pennsylvania House 1709 Airport Road Monroe, NC 28110

P.O. NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	PROJECT
VARIOUS	Net 30	MJT	10/10/2000	AVERRIT		

QUANTITY	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT
854.75	2981-67	02981-67 MONTANA WALNUT	1.90	1,624.03
345.25	2981-67	02981-67 MONTANA WALNUT PO # 207509	1.90	655.98
452.75	2981-67	02981-67 MONTANA WALNUT	1.90	860.23
47.25	2981-67	02981-67 MONTANA WALNUT PO# 213500	1.90	89.78
150	2981-67	02981-67 MONTANA WALNUT PO # 204731	1.90	285.00
243	2981-67	02981-67 MONTANA WALNUT PO # 206298	1.90	461.70
1	FREIGHT	MIAMI MONROE NO CREDIT WILL BE ACCEPTED UNLESS A SIGNED APPROVAL IS PROVIDED BY MIKE TENNIS AND DOMINGO CORTINEZ JOINTLY	137.42	137.42

11-14-00
CR# 927505
\$4087.01
bal \$27.13

LATE FEE ON ALL INVOICES OVER 30 DAYS	Total	\$4,114.14
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International Trader .

328 Crandon Bouelvard
 Suite 226
 Key Biscayne, FL 33149
 PH 305-365-0725 FAX 305-365-9760

Invoice

DATE	INVOICE #
1/24/2001	10595

BILL TO
Pennsylvania House Ladd Upholstery P.O. Box 100 Hickory, NC 28603

SHIP TO
Pennsylvania House 1709 Airport Road Monroe, NC 28110

P.O. NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	PROJECT
VARIOUS	Net 30	MJT	1/24/2001	AVERRIT	MIAMI	

QUANTITY	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT
10	20313	95-0221 2301 SOFA MONTANA WALNUT	417.31	4,173.10
21	20315	95-0226 2301 CHAIR MONTANA WALNUT PO # 220926	239.80	5,035.80
7	20388	95-5671 2303 SOFA MONTANA BURGUNDY	526.31	3,684.17
3	20390	95-5676 2303 CHAIR MONTANA BURGUNDY PO # 223007	265.34	2,122.72
500	HIDE	BRITTANY CHOCOLATE PO # 216041	1.90	950.00
500	HIDE	BRITTANY CHOCOLATE PO # 221827	1.90	950.00
578	HIDE	BRITTANY CHOCOLATE PO # 223013	1.90	1,098.20
1	FREIGHT	MIAMI MONROE	239.88	239.88

NO CREDIT WILL BE ACCEPTED UNLESS A SIGNED APPROVAL IS PROVIDED BY MIKE TENNIS AND DOMINGO CORTINEZ JOINTLY

*Corrected Invoice
 Mailed 5/5-01*

LATE FEE ON ALL INVOICES OVER 30 DAYS

Total \$18,253.87

International Trade .c.

Invoice

328 Crandon Bouelvard
 Suite 226
 Key Biscayne, FL 33149
 PH 305-365-0725 FAX 305-365-9760

DATE	INVOICE #
2/7/2001	10601

BILL TO
Pennsylvania House Ladd Upholstery P.O. Box 100 Hickory, NC 28603

SHIP TO
Pennsylvania House 1709 Airport Road Monroe, NC 28110

P.O. NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	PROJECT
VARIOUS	Net 30	MJT	2/7/2001	AVERRIT	MIAMI	

QUANTITY	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT
12	20309	95-0431 2302 SOFA ROCKPORT GREEN PO # 227471	360.00	4,320.00
500	HIDE	BRITTANY RASPBERRY PO # 216764	1.90	950.00
531.25	HIDE	BRITTANY RASPBERRY PO # 217421	1.90	1,009.38
1,500	HIDE	SUPER MONTANA CHESTNUT PO # 221206	1.90	2,850.00
1,500	HIDE	SUPER MONTANA CHESTNUT PO # 223014	1.90	2,850.00
865.25	HIDE	SUPER MONTANA CHESTNUT PO # 223444	1.90	1,643.98
553.75	HIDE	SUPER MONTANA WALNUT PO # 206300	1.90	1,052.13
1	FREIGHT	MIAMI MONROE	254.75	254.75
NO CREDIT WILL BE ACCEPTED UNLESS A SIGNED APPROVAL IS PROVIDED BY DOMINGO CORTINEZ <i>Corrected Invoice Mailed 5-15-01</i>				

LATE FEE ON ALL INVOICES OVER 30 DAYS	Total	\$14,930.00
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International Trader

Invoice

328 Crandon Bouelvard
 Suite 226
 Key Biscayne, FL 33149
 PH 305-365-0725 FAX 305-365-9760

DATE	INVOICE #
3/27/2001	10624

BILL TO
Ladd Upholstery P.O. Box 100 Hickory, NC 28603

SHIP TO
Pennsylvania House 1709 Airport Road Monroe, NC 28110

P.O. NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	PROJECT
VARIOUS	Net 30	MJT	3/27/2001	AVERRIT	MIAMI	

QUANTITY	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT
3	20388	MONTANA BURGUNDY	526.31	1,578.93
4	20390	MONTANA BURGUNDY	265.34	1,061.36
10	20391	MONTANA BURGUNDY PO # 227471	103.71	1,037.10
13	20388	MONTANA BURGUNDY PO # 231419	555.45	7,220.85
18	20315	MONTANA WALNUT PO # 230776	272.55	4,905.90
2	20310	ROCKPORT GREEN PO # 232722	313.83	627.66
2,000	HIDE	ARIZONA WALNUT PO # 223877	1.75	3,500.00
768	HIDE	ARIZONA WALNUT PO # 230787	1.85	1,420.80
773	HIDE	ROCKPORT BURGUNDY PO # 223444	1.58	1,221.34
1,327	HIDE	ROCKPORT GREEN PO # 230786	1.70	3,105.90
1	FREIGHT	MIAMI MONROE NO CREDIT WILL BE ACCEPTED UNLESS A SIGNED APPROVAL IS PROVIDED BY DOMINGO CORTINEZ	314.45	314.45

LATE FEE ON ALL INVOICES OVER 30 DAYS

Total \$25,994.29

International Trader Inc.

328 Crandon Boulevard
 Suite 226
 Key Biscayne, FL 33149
 PH 305-365-0725 FAX 305-365-9760

Invoice

DATE	INVOICE #
4/5/2001	10628

BILL TO
Ladd Upholstery P.O. Box 100 Hickory, NC 28603

SHIP TO
Pennsylvania House 1709 Airport Road Monroe, NC 28110

P.O. NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	PROJECT
VARIOUS	Net 30	MJT	4/5/2001	AVERRIT	MIAMI	

QUANTITY	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT
13	20309	ROCKPORT GREEN PO # 231419	407.39	5,296.07
4	20403	ROCKPORT BURGUNDY PO # 226290	387.00	1,548.00
4	20313	MONTANA WALNUT PO # 230774	474.38	1,897.52
4	20314	MONTANA WALNUT PO # 233476	385.83	1,543.32
750	HIDE	BRITTANY RASPBERRY PO # 218222	1.90	1,425.00
1,000	HIDE	BRITTANY RASPBERRY PO # 226279	1.90	1,900.00
592	HIDE	BRITTANY RASPBERRY PO # 227489	1.90	1,124.80
1,500	HIDE	SUPER MONTANA PO # 228159	1.90	2,850.00
500	HIDE	SUPER MONTANA PO # 228793	1.90	950.00
344	HIDE	SUPER MONTANA PO # 230787	2.00	688.00
500	HIDE	BRITTANY ALE PO # 214739	1.90	950.00
1,000	HIDE	BRITTANY ALE PO # 223013	1.90	1,900.00
2,000	HIDE	BRITTANY ALE PO # 223877	1.90	3,800.00
1,143	HIDE	BRITTANY ALE PO # 224604	1.90	2,171.70
500	HIDE	SUPER MONTANA CHESTNUT PO # 224605	1.90	950.00
1,000	HIDE	SUPER MONTANA CHESTNUT PO # 224993	1.90	1,900.00
1,500	HIDE	SUPER MONTANA CHESTNUT PO # 228160	1.90	2,850.00

LATE FEE ON ALL INVOICES OVER 30 DAYS

Total

Invoice

International Trade .c.
 328 Crandon Boulevard
 Suite 226
 Key Biscayne, FL 33149
 PH 305-365-0725 FAX 305-365-9760

DATE	INVOICE #
4/5/2001	10628

BILL TO
Ladd Upholstery P.O. Box 100 Hickory, NC 28603

SHIP TO
Pennsylvania House 1709 Airport Road Monroe, NC 28110

P.O. NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	PROJECT
VARIOUS	Net 30	MJT	4/5/2001	AVERRIT	MIAMI	

QUANTITY	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT
857	HIDE	SUPER MONTANA CHESTNUT PO # 236271	2.00	1,714.0
	FREIGHT	MIAMI MONROE	457.56	457.5
NO CREDIT WILL BE ACCEPTED UNLESS A SIGNED APPROVAL IS PROVIDED BY DOMINGO CORTINEZ				

LATE FEE ON ALL INVOICES OVER 30 DAYS

Total \$35,915.9

International Trader L.L.C.

328 Crandon Boulevard
 Suite 226
 Key Biscayne, FL 33149
 PH 305-365-0725 FAX 305-365-9760

Invoice

DATE	INVOICE #
4/16/2001	10631

BILL TO
Ladd Upholstery P.O. Box 100 Hickory, NC 28603

SHIP TO
Pennsylvania House 1709 Airport Road Monroe, NC 28110

P.O. NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	PROJECT
VARIOUS	Net 30	MJT	4/16/2001	AVERRIT	MIAMI	

QUANTITY	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT
7	20309	ROCKPORT GREEN	407.39	2,851.73
1	20388	MONTANA BURGUNDY PO # 231419	555.45	555.45
5	20389	MONTANA BURGUNDY PO # 234169	427.80	2,139.00
7	20389	MONTANA BURGUNDY PO # 234953	427.80	2,994.60
1	20391	MONTANA BURGUNDY PO # 227471	103.71	103.71
7	20391	MONTANA BURGUNDY PO # 228164	109.25	764.75
2,500	HIDE	ARIZONA WALNUT PO # 231392	1.85	4,625.00
1,000	HIDE	ARIZONA WALNUT PO # 234669	1.85	1,850.00
1,027	HIDE	ARIZONA WALNUT PO # 235527	1.85	1,899.95
500	HIDE	MONTANA BURGUNDY PO # 216764	1.90	950.00
1,048	HIDE	MONTANA BURGUNDY PO # 219117	1.90	1,991.20
1	FREIGHT	MIAMI MONROE	309.05	309.05

NO CREDIT WILL BE ACCEPTED UNLESS A SIGNED APPROVAL IS PROVIDED BY DOMINGO CORTINEZ

LATE FEE ON ALL INVOICES OVER 30 DAYS

Total \$21,034.44

International Trader Inc.

328 Crandon Boulevard
Suite 226
Key Biscayne, FL 33149

Invoice

DATE	INVOICE #
11/9/2000	10551

BILL TO
Ladd Upholstery** P.O. Box 100 Hickory, NC 28603

SHIP TO
Clayton Marcus Falling Creek Road Hickory, NC 28601

P.O. NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	PROJECT
	Net 30	MJT	11/9/2000			
QUANTITY	ITEM CODE	DESCRIPTION			PRICE EACH	AMOUNT
3	4389-06	20538 4389-06 2985-69 MALON CHOCOLATE CHAIR			329.00	987.00
					Total	\$987.00

International Trader Inc.

Invoice

328 Crandon Boulevard
 Suite 226
 Key Biscayne, FL 33149
 PH 305-365-0725 FAX 305-365-9760

DATE	INVOICE #
3/5/2001	10616

BILL TO
Clayton Marcus Ladd Upholstery P.O. Box 100 Hickory, NC 28603

SHIP TO
Clayton Marcus Falling Creek Road Hickory, NC 28601

P.O. NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	PROJECT
VARIOUS	Net 30	MJT	3/5/2001	AVERRIT	MIAMI	

QUANTITY	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT
8	20175	4389-02 2959 SOFA PO # 226052	467.10	3,736.80
13	20175	4389-02 2959 SOFA	467.10	6,072.30
5	20176	4389-04 2959 LOVESEAT	354.00	1,770.00
25	20177	4389-06 2959 CHAIR	282.00	7,050.00
15	20178	4389-05 2959 OTTOMAN	87.00	1,305.00
5	20305	4389-02 2981 SOFA PO # 227473	485.83	2,429.15
4	20364	4375-02 2989 SOFA PO # 224704	476.40	1,905.60
1	FREIGHT	MIAMI HICKORY	290.46	290.46
NO CREDIT WILL BE ACCEPTED UNLESS A SIGNED APPROVAL IS PROVIDED BY DOMINGO CORTINEZ				

*Corrected Invoice
 dated 5-15-01*

LATE FEE ON ALL INVOICES OVER 30 DAYS	Total	\$24,559.31
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International Trader Inc.

Invoice

328 Crandon Boulevard
 Suite 226
 Key Biscayne, FL 33149
 PH 305-365-0725 FAX 305-365-9760

DATE	INVOICE #
1/8/2001	10579

BILL TO
Barclay Furniture Ladd Upholstery P.O. Box 100 Hickory, NC 28603

SHIP TO
Barclay Furniture 6th Avenue Sherman, MS 38869

P.O. NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	PROJECT
	Net 30	MJT	1/8/2001			

QUANTITY	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT
22	20187	2092-001 SOFA CAPRI HARNESS BROWN	419.90	9,237.80
12	20189	2092-005 LOVESEAT CAPRI HARNESS BROWN	232.20	2,786.40
30	20190	2092-003 CAPRI HARNESS BROWN	86.99	2,609.70
5,350	9035-70	BRITTANY BRANDY	1.90	10,165.00
<p>NO CREDIT WILL BE ACCEPTED UNLESS A SIGNED APPROVAL IS PROVIDED BY MIKE TENNIS AND DOMINGO CORTINEZ JOINTLY</p> <p><i>Corrected Invoice Dated 5-15-01</i></p>				

LATE FEE ON ALL INVOICES OVER 30 DAYS

Total \$24,798.90

International Trader L.

Invoice

328 Crandon Boulevard
 Suite 226
 Key Biscayne, FL 33149
 PH 305-365-0725 FAX 305-365-9760

DATE	INVOICE #
4/5/2001	10629

BILL TO
Ladd Upholstery** P.O. Box 100 Hickory, NC 28603

SHIP TO
Clayton Marcus Falling Creek Road Hickory, NC 28601

P.O. NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	PROJECT
VARIOUS	Net 30	MJT	4/5/2001	AVERRIT	MIAMI	

QUANTITY	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT
4	20535	SAN MARCOS CHESTNUT	500.62	2,002.48
3	20536	SAN MARCOS CHESTNUT	379.12	1,137.36
6	20537	SAN MARCOS CHESTNUT PO # 230297	302.06	1,812.36
8	20176	ARIZONA WALNUT PO # 229596	362.25	2,898.00
5	20178	ARIZONA WALNUT PO # 231295	89.23	446.15
3	20305	MONTANA WALNUT PO # 227473	485.83	1,457.49
1	20305	MONTANA WALNUT PO # 233477	511.75	511.75
3	20305	MONTANA WALNUT PO # 235020	511.75	1,535.25
1	20306	MONTANA WALNUT PO # 230266	387.55	387.55
2	20301	ROCKPORT BURGUNDY PO # 224042	367.50	735.00
4	20303	ROCKPORT BURGUNDY PO # 228701	243.05	972.20
754	HIDE	BRITTANY RASPBERRY PO # 229251	1.90	1,432.60
574	HIDE	SUPER MONTANA CHESTNUT PO # 227136	1.90	1,090.60
1,180	HIDE	SUPER MONTANA GREEN PO # 230877	2.00	2,360.00
500	HIDE	SUPER MONTANA NAVY PO 224705	1.90	950.00
1,537	HIDE	SUPER MONTANA NAVY PO # 225982	1.90	2,920.30
1,013	HIDE	SUPER MONTANA WALNUT PO # 235535	2.00	2,026.00
1,187	HIDE	ARIZONA CHOCOLATE PO # 232876	1.85	2,195.95

LATE FEE ON ALL INVOICES OVER 30 DAYS

Total

International Trader L.

328 Crandon Boulevard
 Suite 226
 Key Biscayne, FL 33149
 PH 305-365-0725 FAX 305-365-9760

Invoice

DATE	INVOICE #
4/5/2001	10629

BILL TO
Ladd Upholstery** P.O. Box 100 Hickory, NC 28603

SHIP TO
Clayton Marcus Falling Creek Road Hickory, NC 28601

P.O. NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	PROJECT
VARIOUS	Net 30	MJT	4/5/2001	AVERRIT	MIAMI	

QUANTITY	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT
2,043	HIDE	ROCKPORT BURGUNDY PO # 232877	1.70	3,473.10
784	HIDE	SAN MARCOS CHESTNUT PO # 235535	1.95	1,528.80
619	HIDE	SIERRA BURGUNDY	1.80	1,114.20
	FREIGHT	MIAMI HICKORY	418.36	418.36
NO CREDIT WILL BE ACCEPTED UNLESS A SIGNED APPROVAL IS PROVIDED BY DOMINGO CORTINEZ				

LATE FEE ON ALL INVOICES OVER 30 DAYS

Total \$33,405.50

EXHIBIT "B"

8:39 AM

07/17/01

Accrual Basis

International Trader Inc.
Customer Open Balance
 All Transactions

Type	Date	Num	Memo	Due Date	Open Balance	Amount
Barclay Furniture Invoice	1/8/2001	10579		2/7/2001	24,798.90	24,798.90
Total Barclay Furniture					24,798.90	24,798.90
TOTAL					24,798.90	24,798.90

International Trader Inc.
Customer Open Balance
 All Transactions

8:40 AM
 07/17/01
 Accrual Basis

Type	Date	Num	Memo	Due Date	Open Balance	Amount
Pennsylvania House						
Invoice	4/4/2000	10299		5/4/2000	915.69	9,780.09
Invoice	4/13/2000	10304		5/13/2000	358.25	358.25
Invoice	9/29/2000	10534		10/29/2000	27.13	4,114.14
Invoice	1/24/2001	10595		2/23/2001	18,253.87	18,253.87
Invoice	2/7/2001	10601		3/9/2001	13,424.49	13,424.49
Invoice	3/27/2001	10624		4/26/2001	25,994.29	25,994.29
Invoice	4/5/2001	10628		5/5/2001	35,915.97	35,915.97
Invoice	4/16/2001	10631		5/16/2001	21,034.44	21,034.44
Total Pennsylvania House					115,924.13	128,875.54
TOTAL					115,924.13	128,875.54

8:39 AM

07/17/01

Accrual Basis

International Trader Inc.
Customer Open Balance
 All Transactions

Type	Date	Num	Memo	Due Date	Open Balance	Amount
Clayton Marcus						
Invoice	11/9/2000	10551		12/9/2000	987.00	987.00
Invoice	3/5/2001	10616		4/4/2001	24,559.31	24,559.31
Invoice	4/5/2001	10629		5/5/2001	33,405.50	33,405.50
Total Clayton Marcus					58,951.81	58,951.81
TOTAL					58,951.81	58,951.81