

02-252-CD
SHEPHERD-WILLIAMS COMPANY -vs- WILLIAM C. MCCracken et al

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

THE SHERWIN-WILLIAMS
COMPANY,

Plaintiff,

vs.

WILLIAM C. McCracken, Individually
and d/b/a B & C HOME IMPROVEMENTS/
B&C CONTRACTING,

Defendants,

ARBITRATION DIVISION

NO.: 02-252-CD

TYPE OF PLEADING:

PRAECIPE TO SATISFY
JUDGMENT

FILED ON BEHALF OF:

THE SHERWIN-WILLIAMS
COMPANY, Plaintiff

COUNSEL OF RECORD FOR THIS
PARTY:

Derek J. Ferace, Esquire
PA I.D. No. 83732

McGRATH & ASSOCIATES, P.C.
1500 Union Bank Building
306 Fourth Avenue
Pittsburgh, PA 15222

TELEPHONE NO.: (412) 281-4333

FIRM NO.: 025

FILED

6/16 PM 10:51
JAN 14 2005
Cert to atty
NCC

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

THE SHERWIN-WILLIAMS
COMPANY,

Plaintiff,

vs.

WILLIAM C. McCRACKEN, Individually
and d/b/a B & C HOME IMPROVEMENTS/
B&C CONTRACTING,

Defendants,

ARBITRATION DIVISION

NO.: 02-252-CD

PRAECIPE TO SATISFY JUDGMENT

TO: PROTHONOTARY

Kindly satisfy the judgment in the above-captioned matter and mark the docket accordingly.

McGRATH & ASSOCIATES, P.C.

By: 

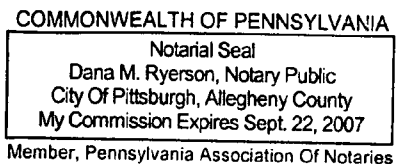
Derek J. Ferace

Attorneys for Plaintiff

SWORN TO AND SUBSCRIBED before me this

11th day of JANUARY, 2005.


NOTARY PUBLIC



CERTIFICATE OF SERVICE

The undersigned hereby certifies that a copy of the foregoing Praeipue to Satisfy Judgment was served on the following this 11th day of January, 2005, by first-class U.S. Mail, postage-prepaid:

William C. McCracken
RD 1, Box 227
West Decatur, Apt. 16
Bethlehem, PA 16878

McGRATH & ASSOCIATES, P.C.

By: 

Derek J. Ferace, Esquire
PA I.D. #83732
Attorneys for Plaintiff
1500 Union Bank Building
306 Fourth Avenue
Pittsburgh, Pennsylvania 15222
Telephone Number (412) 281-4333

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

CIVIL DIVISION

CERTIFICATE OF SATISFACTION OF JUDGMENT

Sherwin-Williams Company

No.: 2002-00252-CD

Vs.

Debt: \$3,273.00

William Charles McCracken
B & C Home Improvements
B & C Contracting

Atty's Comm.:

Interest From:

Cost: \$20.00

NOW, Friday, January 14, 2005 , directions for satisfaction having been received, and all costs having been paid, SATISFACTION was entered of record.

Certified from the record this 14th day of January, A.D. 2005.

Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

THE SHERWIN-WILLIAMS
COMPANY,

Plaintiff,

vs.

WILLIAM C. MCCrackEN, Individually
and d/b/a B & C HOME IMPROVEMENTS/
B&C CONTRACTING

Defendant.

ARBITRATION DIVISION

NO.: 02-252-CD

TYPE OF PLEADING:

PRAECIPE FOR DEFAULT JUDGMENT

FILED ON BEHALF OF:
THE SHERWIN-WILLIAMS COMPANY,
Plaintiff

COUNSEL OF RECORD FOR THIS PARTY:

Derek J. Ferace, Esquire
PA I.D. #83732

McGRATH & ASSOCIATES, P.C.
1500 Union Bank Building
306 Fourth Avenue
Pittsburgh, PA 15222

TELEPHONE NO.: (412) 281-4333

FIRM NO.: 025

FILED

APR 11 2002

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

THE SHERWIN-WILLIAMS
COMPANY,

ARBITRATION DIVISION

Plaintiff,

No.: 02-252-CD

vs.

WILLIAM C. MCCRACKEN, Individually
and d/b/a B&C HOME IMPROVEMENTS/
B&C CONTRACTING,

Defendant.

PRAECIPE FOR DEFAULT JUDGMENT

TO: PROTHONOTARY

Please enter a default judgment in the above-captioned case in favor of Plaintiff, **The Sherwin-Williams Company**, and against the Defendant, **WILLIAM C. MCCRACKEN, Individually and d/b/a B&C HOME IMPROVEMENTS/B&C CONTRACTING**, in the amount of:

Principal .	\$2,588.13
Interest to 4/8/02	139.44
Attorneys' Fees (20%)	<u>545.51</u>
Total	\$3,273.08

plus post-judgment interest and costs.

McGRATH & ASSOCIATES, P.C.

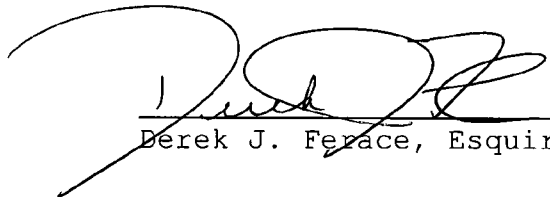
By: 

Derek J. Ferace, Esquire
Attorneys for Plaintiff
1500 Union Bank Building
306 Fourth Avenue
Pittsburgh, Pennsylvania 15222-2102
Telephone (412) 281-433

AFFIDAVIT OF NON-MILITARY SERVICE
AND CERTIFICATION OF MAILING OF NOTICE OF
INTENT TO TAKE DEFAULT JUDGMENT

COMMONWEALTH OF PENNSYLVANIA }
 } SS:
COUNTY OF ALLEGHENY }

Before me, the undersigned authority, a Notary Public, in and for said County and State, personally appeared **Derek J. Ferace, Esquire**, attorney for and authorized representative of Plaintiff who, being duly sworn according to law, deposes and says that the Defendant, **William C. McCracken**, is not in the military service of the United States of America to the best of his knowledge, information and belief and certifies that the Notice of Intent to Take Default Judgment was mailed in accordance with Pa. R.C.P. 237.1, as evidenced by the attached copy.

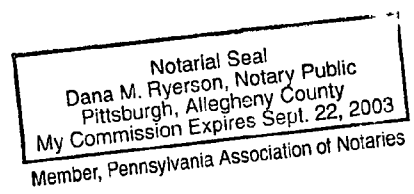


Derek J. Ferace, Esquire

Sworn to and subscribed before me this

9th day of April, 2002.

Dana M. Ryerson
Notary Public



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

THE SHERWIN-WILLIAMS
COMPANY,

CIVIL DIVISION

NO.: 2002-00252-CD

Plaintiff,

vs.

WILLIAM C. MCCRAKEN, Individually
and d/b/a B&C HOME IMPROVEMENTS/
B&C CONTRACTING

Defendant.

TO: WILLIAM C. MCCRACKEN
B&C Home Improvements/
B&C Contracting
RD 1, Box 227
West Decatur, Apt 16
Bethlehem, PA 16878

DATE OF NOTICE: March 26, 2002

IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS NOTICE TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE FOLLOWING OFFICE TO FIND OUT WHERE YOU CAN GET LEGAL HELP:

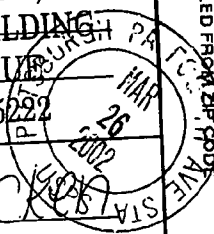
**Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
(814) 765-2641 ext. 51**

McGRATH & ASSOCIATES, P.C.

By: 

Derek J. Ferace, Esquire
Attorneys for Plaintiff
1500 Union Bank Building
306 Fourth Avenue
Pittsburgh, Pennsylvania 15222
Telephone: (412) 281-4333

U.S. POSTAL SERVICE		CERTIFICATE OF MAILING	
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER			
Received From:		McGRATH & ASSOCIATES, P.C 1500 UNION BANK BUILDING 306 FOURTH AVENUE PITTSBURGH, PA 15222	
One piece of ordinary mail addressed to:		William C. McCracken RD 1, BOX 227 West Decatur, Apt 16 Bethlehem, PA 18018	



1410 U.S. POSTAGE
 5110 \$00.75
 6604 MAILED FROM ZIP CODE
 26 MAR 2002
 15222



PS Form 3817, January 2001

SH/B+C

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY ,
PENNSYLVANIA
STATEMENT OF JUDGMENT

COPY

Sherwin-Williams Company
Plaintiff(s)

No.: 2002-00252-CD

Real Debt: \$3,273.08

Atty's Comm:

Vs.

Costs: \$

Int. From:

William Charles McCracken
B & C Home Improvements
B & C Contracting
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: April 11, 2002

Expires: April 11, 2007

Certified from the record this 11th of April, 2002

William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

Received on _____, _____, of defendant full satisfaction of this Judgment, Debt,
Interest and Costs and Prothonotary is authorized to enter Satisfaction on the same.

Plaintiff/Attorney

COPY

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

THE SHERWIN-WILLIAMS
COMPANY,

CIVIL DIVISION

NO.: 02-252-CD

Plaintiff,

vs.

WILLIAM C. MCCrackEN, Individually
and d/b/a B&C HOME IMPROVEMENTS/
B&C CONTRACTING,

Defendant.

NOTICE OF ORDER, DECREE OR JUDGMENT

TO: () PLAINTIFF
 (**X**) DEFENDANT, **WILLIAM C. MCCrackEN**
 () ADDITIONAL DEFENDANT

You are hereby notified that an Order, Decree or Judgment was
entered in the above-captioned proceeding on April 11, 2002

() A copy of the Order or Decree is enclosed,

or

(**X**) The judgment is as follows: **\$3,273.08**, plus post-judgment
interest and costs.



Deputy

FILED

APR 11 2002
M/3/21/02
William A. Shaw
Prothonotary

Fee

PC \$20.00

not to be
stat. to city

The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket #

12129

WIN-WILLIAMS COMPANY

02-252-CD

KEN, WILLIAM C. I/A/D/B/A B&C HOME IMPROVEMENTS/B&C CO

COMPLAINT

SHERIFF RETURNS

ON MARCH 6, 2002 AT 12:45 PM EST SERVED THE WITHIN COMPLAINT ON
WILLIAM C. MCCRAKEN I/a/d/b/a B&C HOME IMPROVEMENTS/B&C CONTRACTING,
DEFENDANT AT CLEARFIELD COUNTY JAIL, 410 21st ST., CLEARFIELD,
CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO WILLIAM C. MCCRAKEN A
TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN TO
HIM THE CONTENTS THEREOF.
SERVED BY: COUDRIET

Return Costs

Cost	Description
34.30	SHFF. HAWKINS PAID BY: ATTY.
10.00	SURCHARGE PAID BY: ATTY.

Sworn to Before Me This

30th Day Of April 2002
William C. McCracken

So Answers,

Chester A. Hawkins
by Maury Hamer
Chester A. Hawkins
Sheriff

FILED

012:55 PM
APR 30 2002

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

THE SHERWIN-WILLIAMS
COMPANY,

Plaintiff,

vs.

WILLIAM C. MCCRAKEN, Individually
and d/b/a B&C HOME IMPROVEMENTS/
B&C CONTRACTING

Defendant.

CIVIL DIVISION

NO.: *02-252-CO*

TYPE OF PLEADING:

COMPLAINT IN CIVIL ACTION

FILED ON BEHALF OF:
THE SHERWIN-WILLIAMS CO.,
Plaintiff

COUNSEL OF RECORD FOR THIS
PARTY:

Derek J. Ferace, Esquire
PA I.D. No.83732

McGRATH & ASSOCIATES, P.C.
1500 Union Bank Building
306 Fourth Avenue
Pittsburgh, PA 15222-2102

TELEPHONE NO.: (412) 281-4333

FIRM NO.: 025

FILED

FEB 21 2002

m/11.30/att/Enace
William A. Shaw *pd 190.00*
Prothonotary
KC Sherry

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

THE SHERWIN-WILLIAMS
COMPANY,

CIVIL DIVISION

NO.:

Plaintiff,

vs.

WILLIAM C. MCCRAKEN, Individually
and d/b/a B&C HOME IMPROVEMENTS/
B&C CONTRACTING

Defendant.

NOTICE TO DEFEND

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 THE COMPLAINT AND NOTICE ARE SERVED, BY ENTERING A WRITTEN APPEARANCE PERSONALLY OR BY AN ATTORNEY AND THE 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 CLAIM OR RELIEF REQUESTED BY THE PLAINTIFF. YOU MAY LOSE MONEY OR PROPERTY OR OTHER RIGHTS IMPORTANT TO YOU.

YOU SHOULD TAKE THIS NOTICE TO A LAWYER AT ONCE. IF YOU DO NOT HAVE OR KNOW AN LAWYER, THEN YOU SHOULD GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
(814) 765-2641 ext. 51

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

THE SHERWIN-WILLIAMS
COMPANY,

CIVIL DIVISION

NO.:

Plaintiff,

vs.

WILLIAM C. MCCRAKEN, Individually
and d/b/a B&C HOME IMPROVEMENTS/
B&C CONTRACTING

Defendant.

COMPLAINT IN CIVIL ACTION

NOW COMES the Plaintiff, The Sherwin-Williams Company, by and through its attorneys, McGrath & Associates, P.C., and files this Complaint in Civil Action and in support thereof states as follows:

1. The Sherwin-Williams Company (hereinafter referred to as "Plaintiff") is a corporation duly organized and existing under the laws of the State of Ohio with offices located at 313 Technology Drive, Malvern, Pennsylvania 19355.

2. William McCracken is an individual who does business as B&C Home Improvements/B&C Contracting with an address of RD 1, Box 227, West Decatur, Apartment No. 16, Bethlehem, Pennsylvania 16878 (hereinafter referred to as "Defendant").

3. On or about June 13, 2000, Defendant executed a Commercial Credit Application requesting Plaintiff to extend credit to Defendant for the purchase of paint and related materials. A true and correct

copy of the Credit Application is attached hereto, made a part hereof, and marked as **Exhibit "A."**

4. The terms of the above-referenced Credit Application provide; "If credit is granted, I/we understand that the terms of the sale are net 20th of the month following purchase."

5. Plaintiff extended credit to Defendant, at Defendant's request, for the purchase of paint and related materials in the total unpaid amount of \$2,588.13.

6. The latest date that payment was due without default for any of the above referenced amount was December 20, 2001

7. Plaintiff has made demand on Defendant for payment of the above amount on numerous occasions.

8. Defendant has defaulted on its payment obligations by refusing, and continuing to refuse, to tender payment of the above amount.

9. Pursuant to the terms of the Credit Application, Plaintiff is entitled to collect interest on the past due balance at the rate of 1.5% per month totaling \$38.82 as of January 20, 2002 and continuing at the rate of \$1.29 per diem until judgment is entered.

10. Pursuant to Defendant's default and the terms of the Credit Application, Plaintiff is also entitled to collect reasonable attorneys' fees which are estimated to be \$525.39 representing 20% of the unpaid balance.

WHEREFORE, the Plaintiff, The Sherwin-Williams Company, demands judgment against Defendant, William C. McCracken, individually and doing business as B&C Home Improvements/B&C Contracting, in the amount of \$2,588.13, plus interest of \$38.82 through January 20, 2002 and continuing at the rate of \$ 1.29 per diem until the date of the judgment, plus reasonable attorneys' fees estimated to be \$525.39, plus post-judgment interest and costs.

McGRATH & ASSOCIATES, P.C.

BY: 

Derek J. Ferace, Esquire
Pa. I.D. No. 83932
1500 Union Bank Building
306 Fourth Avenue
Pittsburgh, PA 15222
(412) 281-4333

Firm No. 025

**COMMERCIAL CREDIT APPLICATION****PRIVATE AND CONFIDENTIAL**

PLEASE PRINT OR TYPE ALL INFORMATION

SEC. 1542

DATE 3/21/95

HWM'S FULL LEGAL NAME William C. McCrackenSTREET ADDRESS 213 Chestnut Pine StBILLING ADDRESS SamePHONE NO. (614) 728-7197CITY Chapel HillSTATE PAZIP CODE 16830PARENT COMPANY B&C Home ImprovementsCITY CIFDSTATE PADATE BUSINESS STARTED 1993CONTRACTOR LICENSE NO. 805-50-5716TYPE OF BUSINESS ContractorESTIMATED ANNUAL SALES \$100,000

NUMBER EMPLOYED _____

PURCHASE ORDERS REQUIRED? ☒ YES ☐ NOTAX EXEMPT? ☐ YES ☒ NO If tax exempt, please indicate Exemption No. _____ and attach a copy of the Certificate.PLEASE CHECK ONE: ☒ PROPRIETORSHIP ☐ PARTNERSHIP ☐ CORPORATION

State incorporated in: _____

(FOR PROPRIETORSHIP OR PARTNERSHIP)

FULL NAME OF OWNER OR OWNERS; LIST HOME ADDRESS, ZIP CODE AND SOCIAL SECURITY NUMBER:

NAME	HOME ADDRESS	CITY	STATE	ZIP CODE	SOCIAL SECURITY NUMBER
1. <u>William C. McCracken</u>	<u>CIFD</u>	<u>PA</u>	<u>16830</u>	<u>245-503716</u>	
2. _____	_____	_____	_____	_____	_____

IS YOUR HOME RESIDENCE ☒ OWNED ☐ RENTED HOW LONG AT THIS ADDRESS? _____

TRADE REFERENCES:

NAME	ADDRESS	CITY	STATE	ZIP CODE	PHONE NO.	ACCT. NO.
1. <u>Charles Hestling</u>	<u>CIFD</u>	<u>PA</u>	<u>765-8833</u>			
2. <u>R.D. Goss</u>	<u>CIFD</u>	<u>PA</u>	<u>765-9606</u>			
3. <u>Lezer</u>	<u>CIFD</u>	<u>PA</u>	<u>836-0220</u>			
4. _____	_____	_____	_____	_____	_____	
5. _____	_____	_____	_____	_____	_____	

BANK REFERENCES:

NAME OF BANK	BANK OFFICER	ACCT. #
<u>Bank of America</u>	<u>SK</u>	
STREET ADDRESS <u>CIFD</u>	CITY _____	STATE _____
NAME OF BANK _____	BANK OFFICER _____	ACCT. # _____
STREET ADDRESS _____	CITY _____	STATE _____

IF MORE SPACE IS NEEDED, PLEASE ATTACH A SEPARATE SHEET OF PAPER.

IS A FINANCIAL STATEMENT AVAILABLE? ☐ YES ☒ NO IF YES, PLEASE ATTACH A COPY OF YOUR MOST RECENT FINANCIAL STATEMENT.

If credit is granted, I/We understand that the terms of the sale are net 30th of the month following purchase. The Sherwin-Williams Company ("Sherwin-Williams") may charge interest on any past due balance at the maximum rate allowed by law with said interest being calculated from the date of default. In consideration of Sherwin-Williams extending credit in the above business, I/We do hereby agree jointly and individually, to pay for all goods, wares and merchandise supplied to me or to any of us or the above business. In the event that the account is placed with a third party for collection, I/We agree to pay all costs including reasonable attorney fees, court costs and finance charges.

I/We authorize Sherwin-Williams to investigate our credit history, bank references and any information deemed necessary to extend credit. I/We agree to: (i) immediately notify Sherwin-Williams in writing of any change in ownership, form of business, or address, or the termination of a persons authority to incur charges under the account on behalf of the applicant; and (ii) indemnify Sherwin-Williams for any loss incurred thereby as a result of our failure to provide said written notice. This agreement shall remain in full force and effect until written notice of revocation is received by Sherwin-Williams.

Authorized Signature William C. McCracken Date 3/28/95

Authorized Signature _____ Print Name Here _____

STORE NUMBER 1294 INTERNAL USE ONLY TERRITORY NUMBER 100 ACCOUNT NUMBER _____

Exhibit "A"

667976435

VERIFIED STATEMENT

I, Doug W. Dolbow, am duly authorized to make this Verified Statement on behalf of The Sherwin-Williams Company, and I hereby verify that the statements set forth in the foregoing Complaint in Civil Action are true and correct to the best of my knowledge, information and belief.

I understand that false statements made herein are subject to the penalties of 18 Pa.C.S. §4904, relating to unsworn falsification to authorities.

Date: 2/12/02



Doug W. Dolbow
The Sherwin-Williams Company