

02-252-CD  
SHERWIN-WILLIAMS COMPANY -vs- WILLIAM C. McCRAKEN et al.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

THE SHERWIN-WILLIAMS  
COMPANY,

Plaintiff,

vs.

WILLIAM C. McCACKEN, 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**  
6/14/05 10:58 AM 7/02/05  
Cert to atty  
JAN 14 2005

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

THE SHERWIN-WILLIAMS  
COMPANY,

ARBITRATION DIVISION

NO.: 02-252-CD

Plaintiff,

vs.

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

Defendants,

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.

Dana M. Ryerson  
NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA

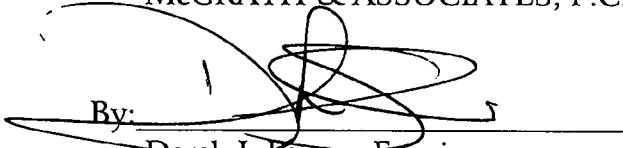
Notarial Seal  
Dana M. Ryerson, Notary Public  
City Of Pittsburgh, Allegheny County  
My Commission Expires Sept. 22, 2007  
Member, Pennsylvania Association Of Notaries

**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that a copy of the foregoing Praeclipe to Satisfy Judgment was served on the following this 11<sup>th</sup> 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**

No.: 2002-00252-CD

Sherwin-Williams Company

Debt: \$3,273.00

Vs.

Atty's Comm.:

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

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

**FILED**

FIRM NO.: 025

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

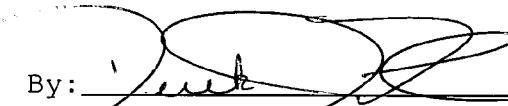
TO: PROTHONOTARY

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>
<b>Total</b>	<b>\$3,273.08</b>

plus post-judgment interest and costs.

McGRATH & ASSOCIATES, P.C.

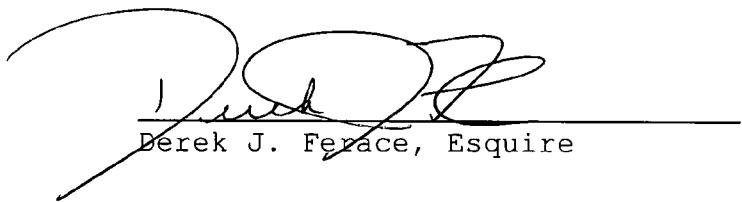
By: 

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.



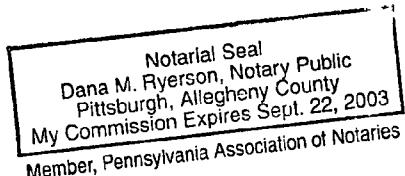
Derek J. Ferace, Esquire

*Sworn to and subscribed before me this*

9<sup>th</sup> 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

Plaintiff,

NO.: 2002-00252-CD

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:	<b>McGRATH &amp; ASSOCIATES, P.C.</b> <b>1500 UNION BANK BUILDING</b> <b>306 FOURTH AVENUE</b> <b>PITTSBURGH, PA 15222</b>		
One piece of ordinary mail addressed to: <b>William C. McCracken</b> <b>RD 1, Box 227</b> <b>West Decatur, Apt 16</b> <b>Bethlehem, PA 18087-0227</b>			

PS Form 3817, January 2001



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  
                          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**

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

  
\_\_\_\_\_  
Deputy

**FILED**

APR 11 2002

1713.0210 City Envelope  
William A. Shaw pd \$20.00  
Prothonotary

not-to-serve  
not-to-serve  
stat-to-serve

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

PLAINT

SHERIFF RETURNS

NOW 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. MCCRACKEN 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

30<sup>th</sup> Day Of April 2002  
William A. Shaw

So Answers,

Chester Hawkins  
by Marly Hanner  
Chester A. Hawkins  
Sheriff

FILED  
02/25/02  
APR 30 2002  
NO cc

*WAS*  
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/ll.30/atty Ferace  
William A. Shaw pd \$80.00  
Prethonotary  
KCC 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 McCraken 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. McCraken, 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

Williams

Form 501-102

## COMMERCIAL CREDIT APPLICATION

PRIVATE AND CONFIDENTIAL

PLEASE PRINT OR TYPE ALL INFORMATION

SIC 1542

Duly Executed

DATE 3/28/95

HMH'S FULL LEGAL NAME William C. M. ParkerSTREET ADDRESS 213 5th Street Place 3dBILLING ADDRESS SameCITY ClearfieldSTATE PA ZIP CODE 16830PARENT COMPANY B&C Home Improvement'sCITY CIFD STATE PADATE BUSINESS STARTED 1993CONTRACTOR LICENSE NO. 805-50-3716TYPE OF BUSINESS ContractorESTIMATED ANNUAL SALES \$100,000NUMBER EMPLOYED 1PURCHASE 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 William C. M. Parker HOME ADDRESS CIFD CITY PA ZIP CODE 16830 SOCIAL SECURITY NUMBER 205-50-37162.  IS YOUR HOME RESIDENCE  OWNED  RENTED HOW LONG AT THIS ADDRESS? \_\_\_\_\_

TRADE REFERENCES:

NAME ADDRESS CITY STATE ZIP CODE PHONE NO. ACCT. NO.  
 1. Charles Heating 145-151 CIFD PA 16830 765-5835  
 2. R.D. Goss 145-151 CIFD PA 16830 765-9606  
 3.     Circus PA 16830 236-4020  
 4.            
 5.          

BANK REFERENCES:

NAME OF BANK B & W & Trust BANK OFFICER: \_\_\_\_\_ ACCT. # 5K  
 STREET ADDRESS CIFD CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_  
 NAME OF BANK: \_\_\_\_\_ BANK OFFICER: \_\_\_\_\_ ACCT. # \_\_\_\_\_  
 STREET ADDRESS: \_\_\_\_\_ CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

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

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

If credit is granted, (We understand that the terms of the sale are net 28th 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, (We do hereby agree jointly and individually, to pay for all goods, wares and merchandise supplied to me or to any of us or to the above business. In the event that the account is placed with a third party for collection, (We agree to pay all costs including reasonable attorney fees, court costs and finance charges.

(We authorize Sherwin-Williams to investigate our credit history, bank references and any information deemed necessary to extend credit. 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 person's 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 such information. This agreement shall remain in force and effect until written notice of revocation is received by Sherwin-Williams.

William C. M. Parker 3/28/95

Authorizing Signature

Authorized Signature

William C. M. Parker

Print Name Here

INTERNAL USE ONLY

Print Name Here

STORE NUMBER 1294TERRITORY 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