

08-2470-CD
YBC vs Joseph Andres et al

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA

CIVIL ACTION - LAW

YOUR BUILDING CENTERS INC.,	*	
	*	
Plaintiff	*	No. 08 -
	*	
vs.	*	
	*	
JOSEPH W. AND KIMBERLY ANDRES,	*	
a husband and wife	*	
	*	
RELIABLE CONSTRUCTION,	*	
	*	
RELIABLE CONSTRUCTION BUILDING	*	
AND REMODELING SERVICES, LLC.,	*	
	*	
	*	
Defendant	*	

COMPLAINT

AND NOW, comes the Plaintiff by and through its attorney, **DAVID R. THOMPSON**, Esquire, and files the following Complaint against the Defendant, and in support thereof avers as follows:

1. Plaintiff Your Building Centers Inc. is a Pennsylvania corporation with its principal place of business at P.O. Box 1230, Altoona, Pennsylvania, 16603.
2. Defendants Joseph W. And Kimberly Andres, a husband and wife, reside at 153 Treasure Lake, Dubois, Pennsylvania, 15801.
3. Defendant Reliable Construction is a Pennsylvania corporation with its principal place of business at 153 Treasure Lake, Dubois, Pennsylvania, 15801. By way of further pleading it

is believed that Defendant Reliable Construction is wholly owned by Defendant Reliable Construction, Building and Remodeling Services, LLC.

4. Defendant Reliable Construction, Building and Remodeling Services, LLC. is a Pennsylvania corporation with its principal place of business at 153 Treasure Lake, Dubois, Pennsylvania, 15801. By way of further pleading it is believed that Joseph W. and Kimberly Andres are the sole shareholders of Defendant Reliable Construction, Building and Remodeling Services, LLC.

5. On October 8, 2003 Defendant Joseph W. Andres completed and signed a credit account agreement for YBC, Inc. (hereinafter: Agreement). A true and correct copy of said agreement is attached hereto as exhibit "A".

6. Said agreement stipulates that "The undersigned parties who are engaged in business under the trade name of Reliable Construction..." Agreement, section 6.

7. A second credit account agreement for YBC, Inc. was executed by Defendants Joseph W. Andres and Kimberly Andres on July 28, 2004. True and correct copies of the signature pages from the second credit account agreement are attached hereto collectively as exhibit "B".

8. Following a successful credit check, and the completion of the Agreement, Defendants Joseph and Kimberly Andres d/b/a Reliable Construction were given a line of credit at YBC, Inc.

9. Since July 28, 2004 there have been numerous charges to the YBC credit account of Reliable Construction. A true and correct copy of the account activity since August, 4, 2008 is attached hereto collectively as exhibit "C".

10. Defendant Reliable Construction currently has an outstanding balance on its line of credit at YBC, Inc. of \$112,819.36, finance charges of \$1,164.82, and a credit on the account of 695.53. By way of further pleading this provides a total owed to Plaintiff YBC, Inc. of \$113,288.65. A true and correct copy of the total sheet from the YBC, Inc. ledger is attached hereto as exhibit "D".

COUNT I
BREACH OF CONTRACT

Paragraphs 1 through 10 are incorporated by reference as though the same were set forth at length herein.

11. Plaintiff YBC, Inc. and Defendants Joseph and Kimberly Andres entered into a valid contract on either October 8, 2003 or July 28, 2004.

12. Section 6 of the Agreement states: "In order to better assure delivery of said materials and supplies and to further secure credit thereafter, the undersigned, both in their individual capacity and in their representative capacity, set forth below, do agree that, in the event payment is not otherwise made for said materials and supplies, that they will make payment therefore when it is billed to them, in the amount of the balance due."

13. Section 6 of the Agreement bears the signatures of both Joseph W. Andres and Kimberly Andres. By way of further pleading Section 6 of the Agreement also provides the terms of the Agreement, Sections 1 through 5 are application questions for the said line of credit.

14. YBC, Inc. has sent multiple invoices to Defendants Joseph and Kimberly Andres regarding their unpaid balance.

15. To date, Defendants Joseph and Kimberly Andres continue to have an outstanding balance on their line of credit with YBC, Inc. for which payment is overdue.

16. Section 6 of the Agreement states: "If the said account is not paid when due, the undersigned individually, and in their representative capacity, do hereby authorize the Prothonotary or any attorney of any court of record of the United States to appear therein against them for the amount then due with interest on the unpaid balance at the rate of twenty-four (24%) percent per annum together with costs of suit..."

WHEREFORE, Plaintiff respectfully requests this Honorable Court to enter judgment in their favor and against Defendants, jointly and severally, in the amount of \$113,288.65, plus costs of suit and interest in the amount of 24% per annum.

COUNT II

QUANTUM MERUIT

Paragraphs 1 through 17 are incorporated by reference as though the same were set forth at length herein.

18. Plaintiffs have provided goods to the Defendants with a value of \$112,819.36.

19. Defendants have sold or used said goods in the continuation of their business Reliable Construction.

20. To date Defendants have not paid for said goods.

21. If Defendants retain the goods provided by Plaintiff, they will be unjustly enriched.

WHEREFORE, Plaintiffs respectfully request this Honorable Court to enter judgment in their favor and against Defendant in the amount of \$112,819.36 plus costs of suit and interest.

COUNT III

CONVERSION

Paragraphs 1 through 21 are incorporated by reference as though the same were set forth at length herein.

22. YBC, Inc. is the rightful owner of monies in the amount of \$47,500.00.

23. Defendants obtained possession of the goods through the use of a charge account which was paid with a \$32,500.00 check which was returned for insufficient funds, and a \$15,000.00 check upon which payment was stopped.

24. But for the fraudulent and intentional acts of Defendants, Plaintiff would be in possession of \$47,500.00 of which it is the rightful owner.

WHEREFORE, Plaintiffs respectfully request this Honorable Court to enter judgment in their favor and against Defendant in the amount of \$47,500.00 plus costs of suit and interest.

COUNT IV

UCC

BREACH OF CONTRACT - 13 Pa.C.S. § 2709 - ACTION FOR THE PRICE

Paragraphs 1 through 24 are incorporated by reference as though the same were set forth at length herein.

25. Defendant Reliable Construction is a buyer as defined by 13 Pa.C.S. § 2103 - Definitions and index of definitions.

26. Plaintiff YBC, Inc. is a seller as defined by 13 Pa.C.S. § 2103 - Definitions and index of definitions.

27. Defendant Reliable Construction has failed to pay the price of the goods as the price has become due.

28. The goods provided by YBC, Inc. were accepted by Defendant Reliable Construction.

29. Pursuant to 13 Pa.C.S. § 2709(a)(1) the seller, Plaintiff YBC, Inc. may recover the price of the goods accepted by Defendant Reliable Construction together with any incidental damages under 13 Pa.C.S. § 2710.

WHEREFORE, Plaintiffs respectfully request this Honorable Court to enter judgment in their favor and against Defendant in the amount of \$112,819.36 plus incidental damages.

COUNT V

COLLECTION FEES AND ATTORNEYS FEES

Paragraphs 1 through 29 are incorporated by reference as though the same were set forth at length herein.

30. Plaintiff has had to hire legal counsel to assist him in the prosecution of this action and is paying said counsel at a rate of \$125.00 per hour.

31. Section 6 of the Agreement states: "If the said account is not paid when due, the undersigned, individually, and in their representative capacity, do hereby authorize... fifteen percent for attorneys and/or collection fees.

WHEREFORE, Plaintiff respectfully requests this Honorable Court to enter judgment in its favor and against the Defendant in the amount of \$16,922.904 for attorney and collection fees.

Respectfully submitted,



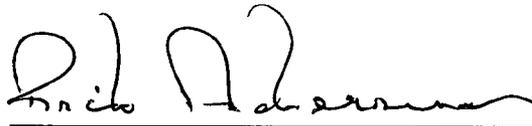
David R. Thompson, Esquire

Attorney for Plaintiff

VERIFICATION

I certify that the facts set forth in the foregoing **COMPLAINT** are true and correct to the best of my knowledge, information and belief. This verification is made subject to the penalties of 18 Pa. C. S. § 4904, relating to unsworn falsification to authorities.

Dated: 12 / 12 / 08

A handwritten signature in cursive script, appearing to read "Rick Ackerman", written over a horizontal line.

Rick Ackerman

EXHIBIT "A"

Type of Work Performed. Please check the appropriate box

<input checked="" type="checkbox"/> General Contractor	<input type="checkbox"/> Contract House Builder	<input type="checkbox"/> Spec. House Builder	<input type="checkbox"/> Framing Contractor	<input type="checkbox"/> Commercial/Indus.
<input checked="" type="checkbox"/> Remodeling Contractor	<input type="checkbox"/> Sub Contractor (type)		<input type="checkbox"/> Building Own Home	<input type="checkbox"/> Other

Your Building Centers, Inc. reserves the right to modify this agreement concerning the date payments are due, the amount of service charge imposed, and the amount of discount allowed, after notified by regular mail

Section 1: Individuals and Sole Proprietorships

DUI189

Business Information

Business Name <i>Reliable Construction</i>	Street Address <i>119 1/2 South Brady St</i>	City <i>Dubuq</i>	State <i>IA</i>	Zip <i>15807</i>
Phone No. <i>814-571-7010</i>	X in Business <i>2</i>			

Application Information

Name <i>Joseph W Andrey</i>	Street Address <i>153 TL</i>	City <i>Dubuq</i>	State <i>IA</i>	Zip <i>15807</i>
Phone No. <i>814-571-1802</i>	Soc. Sec. No. <i>108-65-9103</i>	Date of Birth <i>5/17/73</i>		
Employer <i>Reliable Construction</i>	Employer's Address <i>119 1/2 S Brady St</i>	Position Held <i>C.E.O.</i>	Yrs Employed <i>2</i>	Annual Income <i>\$60,000</i>

Spouse Information

Name <i>N/A</i>	Soc. Sec. No.	Date of Birth		
Employer	Employer's Address	Position Held	Yrs Employed	Annual Income

Other Information

House Status (Check One) <input checked="" type="checkbox"/> Own <input type="checkbox"/> Rent <input type="checkbox"/> Board	Are there any unsatisfied judgements against you? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If yes, amount?
Type of Housing (Check One) <input checked="" type="checkbox"/> House <input type="checkbox"/> Mobile Home <input type="checkbox"/> Apt	Have you ever declared bankruptcy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If yes, when?

Section 2: Partnerships

Business Information

Partnership Name	Street Address	City	State	Zip
Fed. Employer ID No.	Partnership Type	Phone No.	X in Business	
Have you ever declared bankruptcy?	Are there any unsatisfied judgements against you?	Name of Bonding Company	D & B No.	D & B Rating

Partner Information (Complete for Each Partner)

Partner Name	Street Address	City	State	Zip
Phone No.	Soc. Sec. No.	Date of Birth		
Spouse Name	Soc. Sec. No.	Date of Birth		
Housing Status (Check One) <input type="checkbox"/> Own <input type="checkbox"/> Rent <input type="checkbox"/> Board	Are there any unsatisfied judgements against you? <input type="checkbox"/> Yes <input type="checkbox"/> No	If Yes, Amount?		

Partner Name		Street Address	City	State	Zip
Phone No.		Soc. Sec. No.	Date of Birth		
Spouse Name		Soc. Sec. No.	Date of Birth		
Housing Status (Check One) Own Rent Board		Are there any unsatisfied judgements against you? Yes No		If yes, Amount?	

Partner Name		Street Address	City	State	Zip
Phone No.		Soc. Sec. No.	Date of Birth		
Spouse Name		Soc. Sec. No.	Date of Birth		
Housing Status (Check One) Own Rent Board		Are there any unsatisfied judgements against you? Yes No		If yes, Amount?	

Partner Name		Street Address	City	State	Zip
Phone No.		Soc. Sec. No.	Date of Birth		
Spouse Name		Soc. Sec. No.	Date of Birth		
Housing Status (Check One) Own Rent Board		Are there any unsatisfied judgements against you? Yes No		If yes, Amount?	

Section 3: Corporations

Business Information

Name of Corporation		Street Address	City	State	Zip
Fed. Employer ID No.	Phone No.	Name of Bonding Company		Date of Inc.	State of Inc.
Have you ever declared bankruptcy?	Fax No.	Address of Bonding Company		D&B No.	D&B Rating
Are there any unsatisfied judgements against you?		If yes, Amount?			

Officer Information (Complete for each Officer)

Name of Officer		Street Address	City	State	Zip
Title of Officer		Soc. Sec. No.	Phone No.		

Name of Officer		Street Address	City	State	Zip
Title of Officer		Soc. Sec. No.	Phone No.		

Name of Officer		Street Address	City	State	Zip
Title of Officer		Soc. Sec. No.	Phone No.		

Section 4: References *All applicants must fully complete this section.*

Principal Checking Account Information

Name of Bank	Street Address	City	State	Zip
Country National Bank	Washington St	St. Marys	Pa	15857
Contact Person	Phone No.	Account No.		
Rebbie Young	814-834-1600	2102077		

Principal Lender Information

Name of Lender	Street Address	City	State	Zip
Contact Person	Phone No.	Total amount of loan	Line of credit?	Max. limit?

Business Credit Reference Information

Name of Business	Street Address	City	State	Zip
Louisa	100 Commerce Ave	Dobers	Pa	15801
Contact Person	Phone No.	Credit Limit		
Erica	814-372-8640	10,000		

Name of Business	Street Address	City	State	Zip
Barr Wholesale	R02	Dobers	Pa	15801
Contact Person	Phone No.	Credit Limit		
Bill	814-583-5253			

Name of Business	Street Address	City	State	Zip
Stens Electric	Dobers/Brockway rd	Dobers	Pa	15801
Contact Person	Phone No.	Credit Limit		
Stens Stens	814-375-0247			

Name of Business	Street Address	City	State	Zip
YBC		Dobers	Pa	15801
Contact Person	Phone No.	Credit Limit		
Tony	371-2886			

Section 5: Request *All applicants must fully complete this section.*

What is the estimated cost of the project?	How much credit are you requesting?	Are you tax exempt? (If yes, attach a completed tax exemption certificate)
	10,000	
Do you plan to obtain bank financing?	If yes, Name of bank:	Name of loan officer:
Are purchase orders/annual to charge?	Which YBC store will you be purchasing from?	
Yes	Dobers Pa	

EXHIBIT "B"

Section 6: Acknowledgement of Credit Account Agreement

All applicants must fully complete this section.

THE undersigned parties who are engaged in business under the trade name of Reliable Construction hereby contract with YBC to furnish materials and building supplies to them. In order to better assure delivery of said materials and supplies and to further secure credit thereafter, the undersigned, both in their individual capacity and in their representative capacity, set forth below, do agree that, in the event payment is not otherwise made for said materials and supplies, that they will make payment therefor when it is billed to them, in the amount of the balance due. If the said account is not paid when due, the undersigned individually, and in their representative capacity, do hereby authorize the Prothonotary or any attorney of any court or record of the United States to appear therein against them for the amount then due with interest on the unpaid balance at the rate of twenty-four (24%) percent per annum together with costs of suit, release of errors, and with fifteen percent for attorneys and/or collection fees, hereby waiving all right of stay execution, inquisition an appeal and the benefit of any and all laws now or hereafter to be passed, exempting real or personal property from levy and also waiving the benefit of the present or any further insolvent laws of any state of the United States and of the present or any further bankruptcy law of the United States.

Do NOT sign below before you have read the Credit Account Agreement above. You acknowledge that you have kept a copy of the credit account agreement form #CA-100 and you agree to be bound by its terms and conditions, which are hereby incorporated by reference and made part of this application.

Witness the signature of the parties hereto, the 8th day of Oct, 2003.

**Individual & Spouse Signatures
Spouse of Corporate Officers**

Joseph M. Anderson (seal) _____ (seal)

(seal) _____ (seal)

Partner & Spouse Signatures & Titles

By: Title _____ (seal)

By: Title _____ (seal)

Corporate Officer Signatures & Titles

By: Title _____ (seal)

By: Title _____ (seal)

By: Title _____ (seal)

By: Title _____ (seal)

Section 7: Authorization to Obtain Credit Information
All applicants must fully complete this section.

Authorization is given to Your Building Centers Inc. to obtain or exchange any information it may require relative to this application from any source, including our financial institutions and trade suppliers, and I/we authorize each source to provide Your Building Centers Inc. with such information.

We further authorize that a photocopy or facsimile of this authorization be considered as valid as a original.

	Signature	10/8/03	Date
	Signature		Date
	Signature		Date
	Signature		Date

Do NOT write below this line.

For Office use only.

Approved By	Date Approved	Account Number	Type	Credit Limit
		DU1189		
			Code	Date
			Code	Date



An Employee Owned Company

Corporate Office
 2607 Beale Ave.
 PO Box 1230
 Altoona, PA 16803

Section 6: Acknowledgement of Credit Account Agreement

All applicants must fully complete this section.

THE undersigned parties who are engaged in business under the trade name of _____ hereby contract with YBC to furnish materials and building supplies to them. In order to better assure delivery of said materials and supplies and to further secure credit thereafter, the undersigned, both in their individual capacity and in their representative capacity, set forth below, do agree that, in the event payment is not otherwise made for said materials and supplies, that they will make payment therefore when it is billed to them, in the amount of the balance due. If the said account is not paid when due, the undersigned individually, and in their representative capacity, do hereby authorize the Prothonotary or any attorney of any court or record of the United States to appear therein against them for the amount then due with interest on the unpaid balance at the rate of twenty-four (24%) percent per annum together with costs of suit, release of errors, and with fifteen percent for attorneys and/or collection fees, hereby waiving all right of stay execution, inquisition an appeal and the benefit of any and all laws now or hereafter to be passed, exempting real or personal property from levy and also waiving the benefit of the present or any further insolvent laws of any state of the United States and of the present or any further bankruptcy law of the United States.

Do NOT sign below before you have read the Credit Account Agreement above. You acknowledge that you have kept a copy of the credit account agreement form #CA-100 and you agree to be bound by its terms and conditions, which are hereby incorporated by reference and made part of this application.

Witness the signature of the parties hereto, the _____ day of _____.

Individual & Spouse Signatures Spouse of Corporate Officers

Joseph Al Andres (seal) _____ (seal)
Humberly Andres (seal) _____ (seal)

Partner & Spouse Signatures & Titles

x *Humberly*

By: Title _____ (seal)
By: Title _____ (seal)

Corporate Officer Signatures & Titles

By: Title _____ (seal)
By: Title _____ (seal)
By: Title _____ (seal)
By: Title _____ (seal)

Section 7: Authorization to Obtain Credit Information

All applicants must fully complete this section.

Authorization is given to Your Building Centers Inc. to obtain or exchange any information it may require relative to this application from any source, including our financial institutions and trade suppliers, and I/we authorize each source to provide Your Building Centers Inc. with such information.

We further authorize that a photocopy or facsimile of this authorization be considered as valid as a original.

Joseph Ed Andrew Signature *7/28/04* Date

Kemberly Andrew Signature *7-28-04* Date

Signature Date

Signature Date

Do NOT write below this line.

For Office use only.

Approved By	Date	Approved By	Date	Account Number	Type	Credit Limit
					Code	Date
					Code	Date



Corporate Office
2807 Beale Ave.
PO Box 1230
Altoona, Pa 16803

A/R AGED TRIAL BALANCE JOURNAL EXHIBIT "C"
 CONSOLIDATED
 SMAN: 9052
 PORT: 282
 NOV 21, 2008 15:28:05
 BASIS: INVOICE DATE
 PAGE: 1

D01189 01 RELIABLE CONSTRUCTION
 <=30 31-60 61-90 91-120 >=121 CREDITS TOTAL DUE DISCOUNT PAYMENT

DATE	YTP	REFERENCE	DESCRIPTION	AMOUNT	DISCOUNT	AMOUNT	DISCOUNT	DISC DATE
08/04/08	CHG	080825896702	ORD#D54677	1715.67		1715.67		
08/06/08	CHG	080825896968	ORD#D59252	688.98		654.70		
08/06/08	CHG	080825897034	CHARGE	31.68		31.08		
08/06/08	CHG	080825897042	CHARGE	5.31		5.31		
08/07/08	CHG	080825897095	CHARGE	42.38		42.38		
08/07/08	CHG	080825897100	CHARGE	11.89		11.89		
08/07/08	CHG	080825897113	CHARGE	5.91		5.91		
08/09/08	CHG	080825897113	CHARGE	452.54		452.54		
08/09/08	CHG	080825897349	CHARGE	39.21		39.21		
08/11/08	CHG	080825897436	CHARGE	12.42		12.42		
08/11/08	CHG	080825897462	CHARGE	255.53		255.53		
08/11/08	CHG	080825897472	CHARGE	42.58		42.58		
08/11/08	CHG	080825897472	ORD#D50450	120.28		120.28		
08/11/08	CHG	080825897380	ORD#T60037	1333.76		1333.76		
08/11/08	CHG	080825897394	ORD#D50345	1183.71		1183.71		
08/11/08	CHG	080825897398	CHARGE	16.64		16.64		
08/11/08	CHG	080825897400	CHARGE	55.71		55.71		
08/11/08	CHG	080825897402	ORD#D60235	2.37		2.37		
08/11/08	CHG	080825897436	ORD#D60412	70.72		70.72		
08/11/08	CHG	080825897437	CHARGE	2751.08		2751.08		
08/11/08	CHG	080825897439	CHARGE	10.59		10.59		
08/11/08	CHG	080825897444	CHARGE	28.59		28.59		
08/11/08	CHG	080825897445	CHARGE	13.90		13.90		
08/11/08	CHG	080825897445	CHARGE	54.82		54.82		
08/12/08	CHG	080825897528	CHARGE	6.11		6.11		
08/12/08	CHG	080825897530	ORD#D60346	285.24		285.24		
08/13/08	CHG	080825897552	CHARGE	209.82		209.82		
08/13/08	CHG	08082374149	ORD#T61508	265.36		265.36		
08/13/08	CHG	080824676367	ORD#T60037	528.74		528.74		
08/13/08	CHG	080824676368	ORD#D61594	55.26		55.26		
08/14/08	CHG	080823528721	ORD#D61207	293.28		293.28		
08/14/08	CHG	080823528725	CHARGE	2071.78		2071.78		
08/14/08	CHG	080825897757	CHARGE	43.09		43.09		
08/14/08	CHG	080825897758	ORD#D61826	18.68		18.68		
08/14/08	CHG	080825897767	CHARGE	64.97		64.97		
08/14/08	CHG	080825897768	ORD#D53085	205.13		205.13		
08/15/08	CHG	080825897779	CHARGE	943.40		943.40		
08/15/08	CHG	080825897879	ORD#D56754	10.74		10.74		
08/15/08	CHG	080825897895	CHARGE	840.27		840.27		
08/15/08	CHG	080825897932	ORD#D62452	50.33		50.33		
				261.39		261.39		

A/R AGED TRIAL BALANCE JOURNAL

CONSOLIDATED

SMW: 9052

PORT: 282

NOV 21, 2008 15:28:05

EASIS: INVOICE DATE PAGE: 2

CUSTOMER-----
ACCT # BC NAME

<=30

31-60

61-90

91-120

>=121

CREDITS

TOTAL DUE

DISCOUNT

LAST PAYMENT

D01189 01 RELIABLE CONSTRUCTION

(CONT'D)

DATE	TYPE	REFERENCE	DESCRIPTION	AMOUNT	ORIGINAL DISCOUNT	REMAINING AMOUNT	REMAINING DISCOUNT	DISC DATE
08/18/08	CHG	080825898053	ORD#D50871	36.05		36.05		
08/18/08	CHG	080825898114	CHARGE	295.23		295.23		
08/19/08	CHG	080823529029	ORD#D59018	2308.79		2308.79		
08/19/08	CHG	080823529031	ORD#D58127	461.07		461.07		
08/19/08	CHG	080823529032	ORD#D63027	472.73		472.73		
08/20/08	CHG	080823529160	ORD#D62509	319.06		319.06		
08/20/08	CHG	080824677194	CHARGE	54.86		54.86		
08/20/08	CHG	080825898323	ORD#D60634	186.33		186.33		
08/20/08	CHG	080825898347	ORD#D63456	93.69		93.69		
08/21/08	CHG	080824677306	CHARGE	67.54		67.54		
08/21/08	CHG	080825898485	CHARGE	17.71		17.71		
08/21/08	CHG	080825898518	CHARGE	42.26		42.26		
08/21/08	CHG	080825898552	CHARGE	31.47		31.47		
08/21/08	CHG	080825898561	ORD#D64206	12.75		12.75		
08/25/08	CHG	080825898569	ORD#D63492	30.13		30.13		
08/25/08	CHG	080825295109	ORD#D60917	1875.27		1875.27		
08/25/08	CHG	080824677668	CHARGE	3653.23		3653.23		
08/25/08	CHG	080826777678	CHARGE	47.06		47.06		
08/25/08	CHG	080825898727	CHARGE	5.32		5.32		
08/25/08	CHG	080825898761	CHARGE	25.74		25.74		
08/26/08	CHG	080825898868	CHARGE	423.61		423.61		
08/26/08	CHG	080825898879	CHARGE	58.59		58.59		
08/28/08	DEB	080828DEB001	TV COMMERCIAL PROD CHRG	18.69		18.69		
08/30/08	CHG	080824678396	CHARGE	150.00		150.00		
09/02/08	CHG	080924678569	ORD#D66455	7.03		7.03		
09/03/08	CHG	080923530135	ORD#D37576	1134.30		1134.30		
09/03/08	CHG	080924678801	ORD#D66455	11936.00		11936.00		
09/04/08	CHG	080923530242	ORD#D67094	220.77		220.77		
09/04/08	CHG	080923530243	ORD#D66928	1907.05		1907.05		
09/04/08	CHG	080923530290	ORD#D59168	3187.39		3187.39		
09/04/08	CHG	080924678863	ORD#D61423	464.28		464.28		
09/04/08	CHG	080925899662	CHARGE	3402.50		3402.50		
09/05/08	CHG	080925899651	ORD#D68558	7.48		7.48		
09/05/08	CHG	080925899866	CHARGE	210.43		210.43		
09/08/08	CHG	080923736245	ORD#D68817	310.89		310.89		
09/09/08	CHG	080924679230	CHARGE	2614.56		2614.56		
09/10/08	CHG	080923530729	ORD#D65842	62.58		62.58		
09/10/08	CHG	080923530736	ORD#D65842	997.85		997.85		
09/10/08	CHG	080924679674	ORD#D65418	954.08		954.08		
09/11/08	CHG	080925800306	CHARGE	77.72		77.72		
09/11/08	CHG	080925800311	ORD#D68564	392.06		392.06		
09/11/08	CHG	080925800312	ORD#D69112	478.17		478.17		
				639.42		639.42		

CUSTOMER
ACCT # BC NAME

A/R AGED TRIAL BALANCE JOURNAL
CONSOLIDATED

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D01189 01 RELIABLE CONSTRUCTION

(CONT'D)

<=30

31-60

61-90

91-120

>=121

CREDITS

TOTAL DDB

DISCOUNT

PAYMENT

DATE	TYPE	REFERENCE	DESCRIPTION	AMOUNT	DISCOUNT	REMAINING	DISCOUNT	DISC DATE
09/11/08	CHG	080925800377	CHARGE	67.52		67.52		
09/12/08	CHG	080923530877	ORD#D62694	4598.42		4598.42		
09/12/08	CHG	080923530895	ORD#D67080	579.41		579.41		
09/12/08	CHG	080923530947	CHARGE	3.61		3.61		
09/12/08	CHG	080923530947	CHARGE	14.08		14.08		
09/12/08	CHG	080925800394	ORD#D61209	310.68		310.68		
09/12/08	CHG	080925800410	CHARGE	144.12		144.12		
09/12/08	CHG	080925800438	ORD#D70682	195.04		195.04		
09/15/08	CHG	080925800604	ORD#D63020	504.41		504.41		
09/16/08	CHG	080924680285	CHARGE	105.26		105.26		
09/16/08	CHG	080925800708	ORD#D71487	70.63		70.63		
09/16/08	CHG	080925800716	ORD#D47895	31.47		31.47		
09/17/08	CHG	080925800859	ORD#D71705	47.20		47.20		
09/17/08	CHG	080925800869	CHARGE	809.50		573.50		
09/18/08	CHG	080924680513	CHARGE	11.10		11.10		
09/18/08	CHG	080925800995	ORD#D67365	111.94		111.94		
09/18/08	CHG	080925801002	ORD#D67365	309.89		309.89		
09/18/08	CHG	080925801034	ORD#D72523	499.64		499.64		
09/18/08	CHG	080925801036	ORD#D72523	50.32		50.32		
09/23/08	CHG	080923531626	ORD#D72594	258.65		258.65		
09/23/08	CHG	080923531731	ORD#D72532	212.52		212.52		
09/23/08	CHG	080925801362	CHARGE	72.25		72.25		
09/24/08	CHG	080925801395	ORD#D55219	26.31		26.31		
09/24/08	CHG	080925801395	CHARGE	220.53		220.53		
09/24/08	CHG	080923819819	CHARGE	15.72		15.72		
09/24/08	CHG	080924681288	CHARGE	112.83		112.83		
09/24/08	CHG	080924681289	CHARGE	39.56		39.56		
09/24/08	CHG	080925801504	ORD#D73089	74.76		74.76		
09/25/08	CHG	080923531986	CHARGE	17.35		17.35		
09/25/08	CHG	080923532004	CHARGE	53.53		53.53		
09/25/08	CHG	080923532006	CHARGE	8.22		8.22		
09/25/08	CHG	080925801621	CHARGE	66.61		66.61		
09/26/08	CHG	080923532111	CHARGE	1.93		1.93		
09/26/08	CHG	080924681750	ORD#D67453	141.35		141.35		
09/26/08	CHG	080925801750	ORD#D74975	51.63		51.63		
09/26/08	CHG	080925801754	CHARGE	239.02		239.02		
09/26/08	CHG	080925801755	CHARGE	11.45		11.45		
09/29/08	CHG	080923532226	CHARGE	13.01		13.01		
09/29/08	CHG	080923532236	ORD#D75379	13.18		13.18		
09/29/08	CHG	080923532256	CHARGE	21.06		21.06		
09/29/08	CHG	080925801850	ORD#D75303	1.98		1.98		
09/29/08	CHG	080925801850	ORD#D75303	73.17		73.17		

CUSTOMER
ACCT # BC NAME

DOM189 01 RELIABLE CONSTRUCTION

(COMF'D)

<=30 31-60 61-90 91-120 >=121 CREDITS TOTAL DIB DISCOUNT PAYMENT

A/R AGRD TRIAL BALANCE JOURNAL
CONSOLIDATED

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BASIS: INVOICE DATE

DATE	TYPE	REFERENCE	DESCRIPTION	AMOUNT	DISCOUNT	AMOUNT	DISCOUNT	DISC DATE
09/29/08	CHG	080925801871	CHARGE	21.15		21.15		
09/29/08	CHG	080925801873	CRD#D55219	185.62		185.62		
09/30/08	CHG	080925802254	CRD#D75804	89.12		89.12		
09/30/08	CHG	080925802254	CRD#D75804	28.33		28.33		
09/30/08	CHG	080925802254	CRD#D75804	131.77		131.77		
10/01/08	CHG	081025802088	CHARGE	11.13		11.13		
10/01/08	MEM	081025802153	DID NOT NEED	100.89		100.89		
10/02/08	CHG	081025802254	CRD#D59728	-19.01		-19.01		
10/02/08	CHG	081025802254	CRD#D73507	4997.90		4997.90		
10/02/08	CHG	081025802317	CRD#D76810	89.04		89.04		
10/03/08	CHG	081025802317	CRD#D75803	166.09		166.09		
10/03/08	CHG	081025802317	CRD#D75803	357.71		357.71		
10/03/08	CHG	081025802330	CHARGE	818.10		818.10		
10/04/08	CHG	081025802373	CHARGE	105.99		105.99		
10/06/08	MEM	081025802373	CHARGE	642.92		642.92		
10/06/08	CHG	081025802509	CRD#D60639	28.58		28.58		
10/06/08	CHG	081025802510	CRD#D7854	-256.50		-256.50		
10/06/08	CHG	081025802511	CRD#D71611	115.09		115.09		
10/07/08	CHG	081097109656	CHARGE	376.88		376.88		
10/07/08	CHG	081023738743	CRD#T77997	47.70		47.70		
10/07/08	CHG	081025802621	CHARGE	3600.00		3600.00		
10/07/08	CHG	081025802621	CHARGE	158.87		158.87		
10/08/08	MEM	081023533050	CRD#D78391	52.42		52.42		
10/08/08	CHG	081023533050	CHARGE	109.39		109.39		
10/08/08	CHG	081023820893	BAR D12669	71.14		71.14		
10/08/08	CHG	081023820893	CHARGE	242.10		242.10		
10/09/08	CHG	081025802741	CHARGE	-264.22		-264.22		
10/09/08	CHG	081025802841	CHARGE	19.31		19.31		
10/09/08	CHG	081025802843	CHARGE	279.84		279.84		
10/10/08	CHG	081025802843	CHARGE	156.51		156.51		
10/10/08	CHG	081023533208	CHARGE	14.82		14.82		
10/10/08	CHG	081024683235	CHARGE	426.65		426.65		
10/13/08	CHG	081025803117	CHARGE	34.46		34.46		
10/13/08	CHG	081025803117	CHARGE	322.19		322.19		
10/13/08	CHG	081025803162	CHARGE	82.17		82.17		
10/14/08	MEM	081025803163	CHARGE	50.41		50.41		
10/14/08	CHG	081023533412	BAR D12727	-120.83		-120.83		
10/14/08	CHG	081023739166	CHARGE	19.76		19.76		
10/15/08	CHG	081025803279	CHARGE	172.84		172.84		
10/15/08	CHG	081024683767	CRD#D77212	201.26		201.26		
10/15/08	CHG	081024683769	CRD#D76684	243.27		243.27		
10/15/08	CHG	081024683770	CHARGE	125.42		125.42		
10/15/08	CHG	081024683776	CRD#D70519	279.56		279.56		

CUSTOMER-----
 A/R AGED TRIAL BALANCE JOURNAL
 CONSOLIDATED SMAN: 9052
 NOV 21, 2008 15:28:05
 ACCT # BC NAME-----
 D01189 01 RELIABLE CONSTRUCTION (CONF'D)
 PORT: 282
 BASIS: INVOICE DATE
 PAGE: 5
 LAST PAYMENT

DATE	TYPE	REFERENCE	DESCRIPTION	AMOUNT	DISCOUNT	AMOUNT	DISCOUNT	DISC DATE
10/15/08	MEM	081025803386	BAR D12749	-34.97		-34.97		
10/16/08	DEB	081016DEB001	NSP CHECK #4723	32500.00		17500.00		
10/16/08	DEB	081016DEB002	NSP CHECK CHARGES	130.00		130.00		
10/16/08	CHG	081016DFC001	FINANCE CHARGE	650.00		650.00		
10/16/08	CHG	081025803522	ORD#D79946	3.11		3.11		
10/22/08	CHG	081023534003	ORD#D79273	20.75		20.75		
10/23/08	DEB	081023DEB001	STOP PAY CHECK #3562	10.60		10.60		
10/23/08	DEB	081023DEB002	NSP CHECK CHARGE	15000.00		15000.00		
10/31/08	FIN	081031FIN001	FINANCE CHARGE	30.00		30.00		
10/31/08	FIN	081031FIN002	FINANCE CHARGE	22.04		22.04		
10/31/08	FIN	081031FIN003	FINANCE CHARGE	49.85		49.85		
10/31/08	FIN	081031FIN004	FINANCE CHARGE	83.43		83.43		
10/31/08	FIN	081031FIN005	FINANCE CHARGE	1.01		1.01		
10/31/08	FIN	081031FIN006	FINANCE CHARGE	74.23		74.23		
10/31/08	FIN	081031FIN007	FINANCE CHARGE	0.50		0.50		
10/31/08	FIN	081031FIN008	FINANCE CHARGE	16.39		16.39		
10/31/08	FIN	081031FIN009	FINANCE CHARGE	13.71		13.71		
10/31/08	FIN	081031FIN010	FINANCE CHARGE	1.74		1.74		
10/31/08	FIN	081031FIN011	FINANCE CHARGE	0.50		0.50		
10/31/08	FIN	081031FIN012	FINANCE CHARGE	119.04		119.04		
10/31/08	FIN	081031FIN013	FINANCE CHARGE	44.92		44.92		
10/31/08	FIN	081031FIN014	FINANCE CHARGE	35.29		35.29		
11/14/08	CHG	081124686928	ORD#D76679	1.17		1.17		
				73.04		73.04		
				119.25		119.25		

TOTALS FOR ACCT #: D01189 15686.11 34788.83 44005.01 19504.23 0.00 695.53 113288.65 0.00

*****REPORT TOTALS*****
 <=30 DAYS 15,686.11
 31-60 DAYS 34,788.83
 61-90 DAYS 44,005.01
 91-120 DAYS 19,504.23
 >=121 DAYS 0.00
 CREDITS 695.53
 TOTAL DUE 113,288.65
 DISCOUNT 0.00
 NET DUE 113,288.65

NOV 21, 2008 15:33:39

EXHIBIT "D"

AR ACCOUNT STATUS * SprucePlus 19.0 - SPRUCE Computer Systems *

7000 - ALFORDA

NAME RELIABLE CONSTRUCTION

ACCT D01189

PROJ N/A

153 TREASURY LAKE

ALTRAM

SALESMAN 1320
PHONE # 814-371-7010
ESTAB DATE 10/09/03

D08015 PA

DISCOUNT BAL FWD
FINANCE % 2.0
YTD FINANCE 2062.90

BILLING CYCLE 01
CUST CLASS R
OVERRIDE TYPE D
TERMS CODE

DATE LAST CHRG 11/14/08
DATE PMT DUE 10/15/08
LAST AMT PAID 15000.00
CREDIT LIMIT 75000

BALANCES:
YTD HIGH 115685.91
PRV MONTH 113169.40
STMT DISC .00
PMT/CRD APPLIED .00

CURRENT 119.25
30 DAY 47235.78
60 DAY 39695.56
90 DAY 25768.77
120+ .00

OUTSTANDING:
+FINANCE CHGS 112819.36
-CRED ON ACCT 1164.82
TOTAL DUE 113288.65

POEMSKX

\$ OVERDUE 30+ 4 60+ 8 90+ 0 120+ 0 ORDER BAL 1008.58

Finance Charge Accrues AT 2% PER
Month. Accrues on the Last Day of
the Month.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
NO: 08-2470-CD

YOUR BUILDING CENTERS INC

vs
JOSEPH W. and KIMBERLY ANDRES, RELIABLE CONSTRUCTION, RELIABLE CONSTRUCTION BUILDING &
REMODELING SERVICES, LLC

SERVICE # 3 OF 3

COMPLAINT

SERVE BY: 01/29/2009 HEARING: PAGE: 105103

DEFENDANT: RELIABLE CONSTRUCTION BUILDING AND REMODELING SERVICES, LLC

ADDRESS: 153 TREASURE LAKE
DUBOIS, PA 15801

ALTERNATE ADDRESS POSS. SEC 8 LOT 213

FILED
01/28/09 5:50 PM
FEB 05 2009

SERVE AND LEAVE WITH: DEFENDANT/PIC

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT OCCUPIED William A. Shaver
Prothonotary/Clerk of Courts

ATTEMPTS 1-21-09-N/H 1-26-09-N/H -
Phoned Left Message.

SHERIFF'S RETURN

NOW, _____ AT _____ AM / PM SERVED THE WITHIN

COMPLAINT ON RELIABLE CONSTRUCTION BUILDING AND REMODELING SERVICES, LLC, DEFENDANT
BY HANDING TO _____

A TRUE AND ATTESTED COPY OF THE ORIGINAL DOCUMENT AND MADE KNOW TO HIM / HER THE CONTENTS
THEREOF.

ADDRESS SERVED _____

NOW _____ AT _____ AM / PM POSTED THE WITHIN

COMPLAINT FOR RELIABLE CONSTRUCTION BUILDING AND REMODELING SERVICES, LLC

AT (ADDRESS) _____

NOW 2/5/09 AT 8:20 (AM) PM AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF NOT FOUND AS TO RELIABLE CONSTRUCTION BUILDING AND REMODELING SERVICES, LLC
REASON UNABLE TO LOCATE Defendant not home

SWORN TO BEFORE ME THIS
_____ DAY OF _____ 2009

So Answers: CHESTER A. HAWKINS, SHERIFF

BY: Jerome M. Nevins
Deputy Signature
Jerome M. Nevins
Print Deputy Name

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

YOUR BUILDING CENTERS INC,

Plaintiff

vs

JOSEPH W. AND KIMBERLY ANDRES,
a husband and wife

RELIABLE CONSTRUCTION,

RELIABLE CONSTRUCTION BUILDING
AND REMODELING SERVICES, LLC.,

Defendant

No. 08- 2470-CD

TYPE OF CASE
Civil Division

TYPE OF PLEADING:
Complaint

FILED ON BEHALF OF:
Plaintiff

COUNSEL OF RECORD FOR
THIS PARTY:

David R. Thompson, Esq.
Attorney at Law
Supreme Court I.D. 73053
P.O. Box 587
308 Walton Street, Suite 4
Philipsburg PA 16866
(814) 342-4100

I hereby certify this to be a true
and attested copy of the original
statement filed in this case.

DEC 30 2008

Attest.



William E. Prothro
Prothonotary/
Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA

CIVIL ACTION - LAW

YOUR BUILDING CENTERS INC.,	*	
	*	
Plaintiff	*	No. 08 -
	*	
vs.	*	
	*	
JOSEPH W. AND KIMBERLY ANDRES,	*	
a husband and wife	*	
	*	
RELIABLE CONSTRUCTION,	*	
	*	
RELIABLE CONSTRUCTION BUILDING	*	
AND REMODELING SERVICES, LLC.,	*	
	*	
	*	
Defendant	*	

COMPLAINT

AND NOW, comes the Plaintiff by and through its attorney, **DAVID R. THOMPSON**, Esquire, and files the following Complaint against the Defendant, and in support thereof avers as follows:

1. Plaintiff Your Building Centers Inc. is a Pennsylvania corporation with its principal place of business at P.O. Box 1230, Altoona, Pennsylvania, 16603.
2. Defendants Joseph W. And Kimberly Andres, a husband and wife, reside at 153 Treasure Lake, Dubois, Pennsylvania, 15801.
3. Defendant Reliable Construction is a Pennsylvania corporation with its principal place of business at 153 Treasure Lake, Dubois, Pennsylvania, 15801. By way of further pleading it

is believed that Defendant Reliable Construction is wholly owned by Defendant Reliable Construction, Building and Remodeling Services, LLC.

4. Defendant Reliable Construction, Building and Remodeling Services, LLC. is a Pennsylvania corporation with its principal place of business at 153 Treasure Lake, Dubois, Pennsylvania, 15801. By way of further pleading it is believed that Joseph W. and Kimberly Andres are the sole shareholders of Defendant Reliable Construction, Building and Remodeling Services, LLC.

5. On October 8, 2003 Defendant Joseph W. Andres completed and signed a credit account agreement for YBC, Inc. (hereinafter: Agreement). A true and correct copy of said agreement is attached hereto as exhibit "A".

6. Said agreement stipulates that "The undersigned parties who are engaged in business under the trade name of Reliable Construction..." Agreement, section 6.

7. A second credit account agreement for YBC, Inc. was executed by Defendants Joseph W. Andres and Kimberly Andres on July 28, 2004. True and correct copies of the signature pages from the second credit account agreement are attached hereto collectively as exhibit "B".

8. Following a successful credit check, and the completion of the Agreement, Defendants Joseph and Kimberly Andres d/b/a Reliable Construction were given a line of credit at YBC, Inc.

9. Since July 28, 2004 there have been numerous charges to the YBC credit account of Reliable Construction. A true and correct copy of the account activity since August, 4, 2008 is attached hereto collectively as exhibit "C".

10. Defendant Reliable Construction currently has an outstanding balance on its line of credit at YBC, Inc. of \$112,819.36, finance charges of \$1,164.82, and a credit on the account of 695.53. By way of further pleading this provides a total owed to Plaintiff YBC, Inc. of \$113,288.65. A true and correct copy of the total sheet from the YBC, Inc. ledger is attached hereto as exhibit "D".

***COUNT I
BREACH OF CONTRACT***

Paragraphs 1 through 10 are incorporated by reference as though the same were set forth at length herein.

11. Plaintiff YBC, Inc. and Defendants Joseph and Kimberly Andres entered into a valid contract on either October 8, 2003 or July 28, 2004.

12. Section 6 of the Agreement states: "In order to better assure delivery of said materials and supplies and to further secure credit thereafter, the undersigned, both in their individual capacity and in their representative capacity, set forth below, do agree that, in the event payment is not otherwise made for said materials and supplies, that they will make payment therefore when it is billed to them, in the amount of the balance due."

13. Section 6 of the Agreement bears the signatures of both Joseph W. Andres and Kimberly Andres. By way of further pleading Section 6 of the Agreement also provides the terms of the Agreement, Sections 1 through 5 are application questions for the said line of credit.

14. YBC, Inc. has sent multiple invoices to Defendants Joseph and Kimberly Andres regarding their unpaid balance.

15. To date, Defendants Joseph and Kimberly Andres continue to have an outstanding balance on their line of credit with YBC, Inc. for which payment is overdue.

16. Section 6 of the Agreement states: "If the said account is not paid when due, the undersigned individually, and in their representative capacity, do hereby authorize the Prothonotary or any attorney of any court of record of the United States to appear therein against them for the amount then due with interest on the unpaid balance at the rate of twenty-four (24%) percent per annum together with costs of suit..."

WHEREFORE, Plaintiff respectfully requests this Honorable Court to enter judgment in their favor and against Defendants, jointly and severally, in the amount of \$113,288.65, plus costs of suit and interest in the amount of 24% per annum.

COUNT II

QUANTUM MERUIT

Paragraphs 1 through 17 are incorporated by reference as though the same were set forth at length herein.

18. Plaintiffs have provided goods to the Defendants with a value of \$112,819.36.

19. Defendants have sold or used said goods in the continuation of their business Reliable Construction.

20. To date Defendants have not paid for said goods.

21. If Defendants retain the goods provided by Plaintiff, they will be unjustly enriched.

WHEREFORE, Plaintiffs respectfully request this Honorable Court to enter judgment in their favor and against Defendant in the amount of \$112,819.36 plus costs of suit and interest.

COUNT III

CONVERSION

Paragraphs 1 through 21 are incorporated by reference as though the same were set forth at length herein.

22. YBC, Inc. is the rightful owner of monies in the amount of \$47,500.00.

23. Defendants obtained possession of the goods through the use of a charge account which was paid with a \$32,500.00 check which was returned for insufficient funds, and a \$15,000.00 check upon which payment was stopped.

24. But for the fraudulent and intentional acts of Defendants, Plaintiff would be in possession of \$47,500.00 of which it is the rightful owner.

WHEREFORE, Plaintiffs respectfully request this Honorable Court to enter judgment in their favor and against Defendant in the amount of \$47,500.00 plus costs of suit and interest.

COUNT IV

UCC

BREACH OF CONTRACT - 13 Pa.C.S. § 2709 - ACTION FOR THE PRICE

Paragraphs 1 through 24 are incorporated by reference as though the same were set forth at length herein.

25. Defendant Reliable Construction is a buyer as defined by 13 Pa.C.S. § 2103 - Definitions and index of definitions.

26. Plaintiff YBC, Inc. is a seller as defined by 13 Pa.C.S. § 2103 - Definitions and index of definitions.

27. Defendant Reliable Construction has failed to pay the price of the goods as the price has become due.

28. The goods provided by YBC, Inc. were accepted by Defendant Reliable Construction.

29. Pursuant to 13 Pa.C.S. § 2709(a)(1) the seller, Plaintiff YBC, Inc. may recover the price of the goods accepted by Defendant Reliable Construction together with any incidental damages under 13 Pa.C.S. § 2710.

WHEREFORE, Plaintiffs respectfully request this Honorable Court to enter judgment in their favor and against Defendant in the amount of \$112,819.36 plus incidental damages.

COUNT V

COLLECTION FEES AND ATTORNEYS FEES

Paragraphs 1 through 29 are incorporated by reference as though the same were set forth at length herein.

30. Plaintiff has had to hire legal counsel to assist him in the prosecution of this action and is paying said counsel at a rate of \$125.00 per hour.

31. Section 6 of the Agreement states: "If the said account is not paid when due, the undersigned, individually, and in their representative capacity, do hereby authorize... fifteen percent for attorneys and/or collection fees.

WHEREFORE, Plaintiff respectfully requests this Honorable Court to enter judgment in its favor and against the Defendant in the amount of \$16,922.904 for attorney and collection fees.

Respectfully submitted,



David R. Thompson, Esquire

Attorney for Plaintiff

VERIFICATION

I certify that the facts set forth in the foregoing **COMPLAINT** are true and correct to the best of my knowledge, information and belief. This verification is made subject to the penalties of 18 Pa. C. S. § 4904, relating to unsworn falsification to authorities.

Dated: 12 / 12 / 08

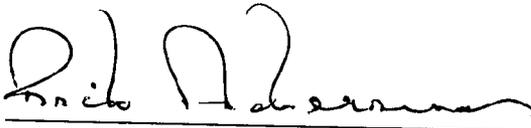

Rick Ackerman

EXHIBIT "A"

Type of Work Performed. Please check the appropriate box

<input checked="" type="checkbox"/> General Contractor	<input type="checkbox"/> Contract House Builder	<input type="checkbox"/> Spec. House Builder	<input type="checkbox"/> Framing Contractor	<input type="checkbox"/> Commercial/Indus.
<input checked="" type="checkbox"/> Remodeling Contractor	<input type="checkbox"/> Sub Contractor (type):		<input type="checkbox"/> Building Own Home	<input type="checkbox"/> Other

Your Building Centers, Inc. reserves the right to modify this agreement concerning the date payments are due, the amount of service charge imposed, and the amount of discount allowed, after notified by regular mail

Section 1: Individuals and Sole Proprietorships

DUI189

Business Information

Business Name <i>Reliable Construction</i>	Street Address <i>119 1/2 South Brady St</i>	City <i>Dubuq</i>	State <i>IA</i>	Zip <i>52001</i>
Phone No. <i>814-571-7010</i>	Annual Business <i>2</i>			

Application Information

Name <i>Joseph W Andray</i>	Street Address <i>153 TL</i>	City <i>Dubuq</i>	State <i>IA</i>	Zip <i>52001</i>
Phone No. <i>814-571-1802</i>	Soc. Sec. No. <i>108-68-9103</i>	Date of Birth <i>8/17/73</i>		
Employer <i>Reliable Construction</i>	Employer's Address <i>119 1/2 S Brady St</i>	Position Held <i>C.E.O.</i>	Yrs Employed <i>2</i>	Annual Income <i>168,000</i>

Spouse Information

Name <i>N/A</i>	Soc. Sec. No.	Date of Birth		
Employer	Employer's Address	Position Held	Yrs Employed	Annual Income

Other Information

Home Status (Check One) <input checked="" type="checkbox"/> Own <input type="checkbox"/> Rent <input type="checkbox"/> Board	Are there any unsatisfied judgements against you? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If yes, Amount?
Type of Housing (Check One) <input checked="" type="checkbox"/> House <input type="checkbox"/> Mobile Home <input type="checkbox"/> Apt	Have you ever declared bankruptcy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If yes, when?

Section 2: Partnerships

Business Information

Partnership Name	Street Address	City	State	Zip
Fed. Employer ID. No.	Partnership Type	Phone No.	Annual Business	
Have you ever declared bankruptcy?	Are there any unsatisfied judgements against you?	Name of Bonding Company	D & B No.	D & B Rating

Partner Information (Complete for Each Partner)

Partner Name	Street Address	City	State	Zip
Phone No.	Soc. Sec. No.	Date of Birth		
Spouse Name	Soc. Sec. No.	Date of Birth		
Housing Status (Check One) <input type="checkbox"/> Own <input type="checkbox"/> Rent <input type="checkbox"/> Board	Are there any unsatisfied judgements against you? <input type="checkbox"/> Yes <input type="checkbox"/> No	If yes, Amount?		

Partner Name	Street Address	City	State	Zip
Phone No.	Soc. Sec. No.	Date of Birth		
Spouse Name	Soc. Sec. No.	Date of Birth		
Housing Status (Check One) Own Rent Board	Are there any unsatisfied judgements against you? Yes No		If yes, Amount?	

Partner Name	Street Address	City	State	Zip
Phone No.	Soc. Sec. No.	Date of Birth		
Spouse Name	Soc. Sec. No.	Date of Birth		
Housing Status (Check One) Own Rent Board	Are there any unsatisfied judgements against you? Yes No		If yes, Amount?	

Partner Name	Street Address	City	State	Zip
Phone No.	Soc. Sec. No.	Date of Birth		
Spouse Name	Soc. Sec. No.	Date of Birth		
Housing Status (Check One) Own Rent Board	Are there any unsatisfied judgements against you? Yes No		If yes, Amount?	

Section 3: Corporations

Business Information

Name of Corporation	Street Address	City	State	Zip
Fed. Employer ID No.	Phone No.	Name of Bonding Company	Date of Inc.	State of Inc.
Have you ever declared bankruptcy?	Fax No.	Address of Bonding Company	D&B No.	D&B Rating
Are there any unsatisfied judgements against you?		If yes, Amount?		

Officer Information (Complete for each Officer)

Name of Officer	Street Address	City	State	Zip
Title of Officer	Soc. Sec. No.	Phone No.		

Name of Officer	Street Address	City	State	Zip
Title of Officer	Soc. Sec. No.	Phone No.		

Name of Officer	Street Address	City	State	Zip
Title of Officer	Soc. Sec. No.	Phone No.		

Section 4: References *All applicants must fully complete this sec.*

Principal Checking Account Information

Name of Bank	Street Address	City	State	Zip
County National Bank	Washington St	St. Marys	Pa	15857
Contact Person	Phone No.	Account No.		
Debbie Young	814-834-1600	2102077		

Principal Lender Information

Name of Lender	Street Address	City	State	Zip
Contact Person	Phone No.	Amount of Loan	Term of Loan?	Interest Rate?

Business Credit Reference Information

Name of Business	Street Address	City	State	Zip
Home	100 Commons Ave	Dubois	Pa	15801
Contact Person	Phone No.	Credit Limit		
Erica	814-372-8640	10,000		

Name of Business	Street Address	City	State	Zip
Bar Wholesale	RD2	Dubois	Pa	15801
Contact Person	Phone No.	Credit Limit		
Bill	814-583-5253			

Name of Business	Street Address	City	State	Zip
Stev's Electric	Dubois/Buckway Rd	Dubois	Pa	15801
Contact Person	Phone No.	Credit Limit		
Stev's Steves	814-375-0247			

Name of Business	Street Address	City	State	Zip
YBC		Dubois	Pa	15801
Contact Person	Phone No.	Credit Limit		
Tony	371-2880			

Section 5: Request *All applicants must fully complete this section.*

What is the estimated cost of the project?	How much credit are you requesting?	Are you tax exempt?
	10,000	(If yes, attach a completed tax exemption certificate)
Do you plan to obtain bank financing?	If Yes, Name of Bank	Name of Loan Officer
Are purchase orders required to charge?	Which YBC store will you be purchasing from?	
Yes	Dubois Pa	

EXHIBIT "B"

Section 6: Acknowledgement of Credit Account Agreement

All applicants must fully complete this section.

THE undersigned parties who are engaged in business under the trade name of Reliable Construction hereby contract with YBC to furnish materials and building supplies to them. In order to better assure delivery of said materials and supplies and to further secure credit thereafter, the undersigned, both in their individual capacity and in their representative capacity, set forth below, do agree that, in the event payment is not otherwise made for said materials and supplies, that they will make payment therefore when it is billed to them, in the amount of the balance due. If the said account is not paid when due, the undersigned individually, and in their representative capacity, do hereby authorize the Prothonotary or any attorney of any court or record of the United States to appear therein against them for the amount then due with interest on the unpaid balance at the rate of twenty-four (24%) percent per annum together with costs of suit, release of errors, and with fifteen percent for attorneys and/or collection fees, hereby waiving all right of stay execution, inquisition an appeal and the benefit of any and all laws now or hereafter to be passed, exempting real or personal property from levy and also waiving the benefit of the present or any further insolvent laws of any state of the United States and of the present or any further bankruptcy law of the United States.

Do NOT sign below before you have read the Credit Account Agreement above. You acknowledge that you have kept a copy of the credit account agreement form #CA-100 and you agree to be bound by its terms and conditions, which are hereby incorporated by reference and made part of this application.

Witness the signature of the parties hereto, the 8th day of Oct, 2003.

**Individual & Spouse Signatures
Spouse of Corporate Officers**

Joseph M. Sanders (seal) _____ (seal)

_____ (seal) _____ (seal)

Partner & Spouse Signatures & Titles

By: Title _____ (seal)

By: Title _____ (seal)

Corporate Officer Signatures & Titles

By: Title _____ (seal)

By: Title _____ (seal)

By: Title _____ (seal)

By: Title _____ (seal)

Section 7: Authorization to Obtain Credit Information

All applicants must fully complete this section.

Authorization is given to Your Building Centers Inc. to obtain or exchange any information it may require relative to this application from any source, including our financial institutions and trade suppliers, and I/we authorize each source to provide Your Building Centers Inc. with such information.

We further authorize that a photocopy or facsimile of this authorization be considered as valid as a original.

	Signature	10/8/03	Date
	Signature		Date
	Signature		Date
	Signature		Date

Do NOT write below this line.

For Office use only.

Approved By	Date Approved	Account Number	Type	Credit Limit
		Du1189		
			Code	Date
			Code	Date



Corporate Office
 2807 Boale Ave.
 PO Box 1230
 Altoona, Pa 16803

Section 6: Acknowledgement of Credit Account Agreement *All applicants must fully complete this section.*

THE undersigned parties who are engaged in business under the trade name of _____ hereby contract with YBC to furnish materials and building supplies to them. In order to better assure delivery of said materials and supplies and to further secure credit thereafter, the undersigned, both in their individual capacity and in their representative capacity, set forth below, do agree that, in the event payment is not otherwise made for said materials and supplies, that they will make payment therefore when it is billed to them, in the amount of the balance due. If the said account is not paid when due, the undersigned individually, and in their representative capacity, do hereby authorize the Prothonotary or any attorney of any court or record of the United States to appear therein against them for the amount then due with interest on the unpaid balance at the rate of twenty-four (24%) percent per annum together with costs of suit, release of errors, and with fifteen percent for attorneys and/or collection fees, hereby waiving all right of stay execution, inquisition an appeal and the benefit of any and all laws now or hereafter to be passed, exempting real or personal property from levy and also waiving the benefit of the present or any further insolvent laws of any state of the United States and of the present or any further bankruptcy law of the United States.

Do NOT sign below before you have read the Credit Account Agreement above. You acknowledge that you have kept a copy of the credit account agreement form #CA-100 and you agree to be bound by its terms and conditions, which are hereby incorporated by reference and made part of this application.

Witness the signature of the parties hereto, the _____ day of _____, _____.

Individual & Spouse Signatures Spouse of Corporate Officers

Joseph Al Andres (seal) _____ (seal)
Humberly Andres (seal) _____ (seal)

Partner & Spouse Signatures & Titles

x Humberto By: Title _____ (seal)

By: Title _____ (seal)

Corporate Officer Signatures & Titles

By: Title _____ (seal)

By: Title _____ (seal)

By: Title _____ (seal)

By: Title _____ (seal)

Section 7: Authorization to Obtain Credit Information
All applicants must fully complete this section.

Authorization is given to Your Building Centers Inc. to obtain or exchange any information it may require relative to this application from any source, including our financial institutions and trade suppliers, and I/we authorize each source to provide Your Building Centers Inc. with such information.

We further authorize that a photocopy or facsimile of this authorization be considered as valid as a original.

<u><i>Joseph Andrew</i></u>	Signature	<u>7/28/04</u>	Date
<input checked="" type="checkbox"/> <u><i>Kimberly Andrew</i></u>	Signature	<u>7-28-04</u>	Date
_____	Signature	_____	Date
_____	Signature	_____	Date

Do NOT write below this line.

For Office use only.

Approved By	Date Approved	Account Number	Type	Max Credit Limit
			Code	Date
			Code	Date



Corporate Office
 2807 Beale Ave.
 PO Box 1230
 Altoona, Pa 16803

A/R AGED TRIAL BALANCE JOURNAL EXHIBIT "C"

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91189 01 RELIABLE CONSTRUCTION <=30 31-60 61-90 91-120 >=121 CREDITS TOTAL DUE DISCOUNT PAYMENT
 LAST 10/15/08 15000.00

DATE	TYP	REFERENCE	DESCRIPTION	AMOUNT	ORIGINAL DISCOUNT	REMAINING AMOUNT	DISCOUNT	DISC DATE
08/04/08	CHG	080825896702	ORD#D54677	1715.67		1715.67		
08/06/08	CHG	080825896968	ORD#D59252	688.98		654.70		
08/06/08	CHG	080825897034	CHARGE	31.68		31.08		
08/06/08	CHG	080825897042	CHARGE	5.31		5.31		
08/07/08	CHG	080825897095	CHARGE	42.38		42.38		
08/07/08	CHG	080823815868	CHARGE	11.89		11.89		
08/07/08	CHG	080823815872	CHARGE	5.91		5.91		
08/07/08	CHG	080825897100	ORD#D49370	452.54		452.54		
08/07/08	CHG	080825897113	CHARGE	39.21		39.21		
08/09/08	CHG	080823528417	CHARGE	12.42		12.42		
08/11/08	CHG	080823528462	CHARGE	255.53		255.53		
08/11/08	CHG	080823528464	CHARGE	42.58		42.58		
08/11/08	CHG	080823528472	ORD#D60450	9.58		9.58		
08/11/08	CHG	080824676049	ORD#T60037	120.28		120.28		
08/11/08	CHG	080825897380	ORD#D60345	1333.76		1333.76		
08/11/08	CHG	080825897394	CHARGE	1183.71		1183.71		
08/11/08	CHG	080825897398	CHARGE	16.64		16.64		
08/11/08	CHG	080825897400	CHARGE	55.71		55.71		
08/11/08	CHG	080825897402	CHARGE	2.37		2.37		
08/11/08	CHG	080825897436	ORD#D60412	70.72		70.72		
08/11/08	CHG	080825897437	CHARGE	2751.08		2751.08		
08/11/08	CHG	080825897439	CHARGE	10.59		10.59		
08/11/08	CHG	080825897444	CHARGE	28.59		28.59		
08/11/08	CHG	080825897445	CHARGE	13.90		13.90		
08/12/08	CHG	080825897475	CHARGE	54.82		54.82		
08/12/08	CHG	080825897528	CHARGE	6.11		6.11		
08/12/08	CHG	080825897530	ORD#D60346	285.24		285.24		
08/13/08	CHG	080825897552	CHARGE	209.82		209.82		
08/13/08	CHG	080823734149	ORD#T61508	265.36		265.36		
08/13/08	CHG	080824676367	ORD#T60037	528.74		528.74		
08/14/08	CHG	080824676368	ORD#D61594	55.26		55.26		
08/14/08	CHG	080823528721	ORD#D61207	293.28		293.28		
08/14/08	CHG	080823528755	CHARGE	2071.78		2071.78		
08/14/08	CHG	080825897757	CHARGE	43.09		43.09		
08/14/08	CHG	080825897758	ORD#D61826	18.68		18.68		
08/14/08	CHG	080825897767	CHARGE	64.97		64.97		
08/14/08	CHG	080825897768	ORD#D53885	205.13		205.13		
08/15/08	CHG	080825897779	CHARGE	943.40		943.40		
08/15/08	CHG	080825897879	ORD#D56754	10.74		10.74		
08/15/08	CHG	080825897895	CHARGE	840.27		840.27		
08/15/08	CHG	080825897932	ORD#D62452	50.33		50.33		
08/15/08	CHG	080825897932	ORD#D62452	261.39		261.39		

DU1189 01 RELIABLE CONSTRUCTION (CONT'D)

DATE	TYP	REFERENCE	DESCRIPTION	AMOUNT	ORIGINAL DISCOUNT	AMOUNT	REMAINING DISCOUNT	DISC DATE	LAST PAYMENT
08/18/08	CHG	080825898053	ORD#D50871	36.05		36.05			
08/19/08	CHG	080825898114	CHARGE	295.23		295.23			
08/19/08	CHG	080823529029	ORD#D59018	2308.79		2308.79			
08/19/08	CHG	080823529031	ORD#D58127	461.07		461.07			
08/20/08	CHG	080823529032	ORD#D63027	472.73		472.73			
08/20/08	CHG	080823529160	ORD#D62509	319.06		319.06			
08/20/08	CHG	080824677194	CHARGE	54.86		54.86			
08/20/08	CHG	080825898323	ORD#D60634	186.33		186.33			
08/20/08	CHG	080825898347	ORD#D63456	93.69		93.69			
08/21/08	CHG	080825898350	CHARGE	67.54		67.54			
08/21/08	CHG	080824677306	CHARGE	17.71		17.71			
08/21/08	CHG	080825898485	CHARGE	42.26		42.26			
08/21/08	CHG	080825898518	CHARGE	31.47		31.47			
08/21/08	CHG	080825898552	CHARGE	12.75		12.75			
08/25/08	CHG	080825898561	ORD#D64206	30.13		30.13			
08/25/08	CHG	080823529509	ORD#D63492	1875.27		1875.27			
08/25/08	CHG	080824677668	ORD#D60917	3653.23		3653.23			
08/25/08	CHG	080824677678	CHARGE	47.06		47.06			
08/25/08	CHG	080825898727	CHARGE	5.32		5.32			
08/25/08	CHG	080825898761	CHARGE	25.74		25.74			
08/26/08	CHG	080825898868	CHARGE	423.61		423.61			
08/26/08	CHG	080825898879	CHARGE	58.59		58.59			
08/28/08	CHG	080828DR8001	TV COMMERCIAL PROD CHRG	18.69		18.69			
08/30/08	CHG	080824678396	CHARGE	150.00		150.00			
09/02/08	CHG	080924678569	ORD#D66455	7.03		7.03			
09/03/08	CHG	080923530135	ORD#D37576	1134.30		1134.30			
09/04/08	CHG	080924678801	ORD#D66455	11936.00		11936.00			
09/04/08	CHG	080923530242	ORD#D67094	220.77		220.77			
09/04/08	CHG	080923530243	ORD#D66928	1907.05		1907.05			
09/04/08	CHG	080923530290	ORD#D59168	3187.39		3187.39			
09/04/08	CHG	080924678863	ORD#D61423	464.28		464.28			
09/05/08	CHG	080925899662	CHARGE	3402.50		3402.50			
09/05/08	CHG	080925899851	ORD#D68558	7.48		7.48			
09/08/08	CHG	080925899866	CHARGE	210.43		210.43			
09/09/08	CHG	080923736245	ORD#D68817	310.89		310.89			
09/10/08	CHG	080924679530	CHARGE	2614.56		2614.56			
09/10/08	CHG	080923530729	ORD#D65842	62.58		62.58			
09/10/08	CHG	080923530736	ORD#D65418	997.85		997.85			
09/11/08	CHG	080924679674	CHARGE	954.08		954.08			
09/11/08	CHG	080925800306	CHARGE	77.72		77.72			
09/11/08	CHG	080925800311	ORD#D68564	392.06		392.06			
09/11/08	CHG	080925800312	ORD#D69112	478.17		478.17			
09/11/08	CHG	080925800312	ORD#D69112	639.42		639.42			

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<=30 31-60 61-90 91-120 >=121 CREDITS TOTAL DUE DISCOUNT PAYMENT

D01189 01 RELIABLE CONSTRUCTION (CONT'D)

DATE	TYP	REFERENCE	DESCRIPTION	AMOUNT	ORIGINAL DISCOUNT	REMAINING AMOUNT	DISCOUNT	DISC DATE	LAST PAYMENT
09/11/08	CHG	080925800377	CHARGE	67.52		67.52			
09/12/08	CHG	080923530877	ORD#D62694	4598.42		4598.42			
09/12/08	CHG	080923530895	ORD#D67080	579.41		579.41			
09/12/08	CHG	080923530947	CHARGE	3.61		3.61			
09/12/08	CHG	080923736719	CHARGE	14.08		14.08			
09/12/08	CHG	080925800394	ORD#D61209	310.68		310.68			
09/12/08	CHG	080925800410	CHARGE	144.12		144.12			
09/12/08	CHG	080925800436	CHARGE	195.04		195.04			
09/12/08	CHG	080925800604	ORD#D70682	504.41		504.41			
09/16/08	CHG	080924680285	CHARGE	105.26		105.26			
09/16/08	CHG	080925800708	ORD#D71487	70.63		70.63			
09/16/08	CHG	080925800716	ORD#D47895	31.47		31.47			
09/17/08	CHG	080925800859	ORD#D71705	47.20		47.20			
09/17/08	CHG	080924680513	CHARGE	809.50		809.50			
09/18/08	CHG	080925800995	ORD#D67365	11.10		11.10			
09/18/08	CHG	080925801002	ORD#D67365	111.94		111.94			
09/18/08	CHG	080925801034	ORD#D72523	309.89		309.89			
09/22/08	CHG	080925801036	ORD#D67926	499.64		499.64			
09/23/08	CHG	080923531626	ORD#D72594	50.32		50.32			
09/23/08	CHG	080923531731	ORD#D72532	258.65		258.65			
09/23/08	CHG	080925801362	CHARGE	256.05		256.05			
09/23/08	CHG	080925801363	CHARGE	212.52		212.52			
09/23/08	CHG	080925801395	ORD#D55219	72.25		72.25			
09/24/08	CHG	080923819819	CHARGE	26.31		26.31			
09/24/08	CHG	080924681288	CHARGE	220.53		220.53			
09/24/08	CHG	080924681289	CHARGE	15.72		15.72			
09/24/08	CHG	080924681290	CHARGE	112.83		112.83			
09/25/08	CHG	080925801504	ORD#D73089	39.56		39.56			
09/25/08	CHG	080923531986	CHARGE	74.76		74.76			
09/25/08	CHG	080923532004	CHARGE	17.35		17.35			
09/25/08	CHG	080923532006	CHARGE	53.53		53.53			
09/26/08	CHG	080925801621	CHARGE	8.22		8.22			
09/26/08	CHG	080923532111	CHARGE	66.61		66.61			
09/26/08	CHG	080924681750	ORD#D67453	1.93		1.93			
09/26/08	CHG	080925801740	ORD#D74975	141.35		141.35			
09/26/08	CHG	080925801750	ORD#D75016	51.63		51.63			
09/26/08	CHG	080925801754	CHARGE	239.02		239.02			
09/29/08	CHG	080923532226	CHARGE	11.45		11.45			
09/29/08	CHG	080923532236	CHARGE	13.01		13.01			
09/29/08	CHG	080923532256	CHARGE	13.18		13.18			
09/29/08	CHG	080925801850	ORD#D75303	21.06		21.06			
09/29/08	CHG	080925801850	ORD#D75303	1.98		1.98			
09/29/08	CHG	080925801850	ORD#D75303	73.17		73.17			

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<=30 31-60 61-90 91-120 >=121 CREDITS TOTAL DUE DISCOUNT PAYMENT

CUSTOMER
 ACCT # BC NAME

001189 01 RELIABLE CONSTRUCTION (CONT'D)

DATE	TYP	REFERENCE	DESCRIPTION	AMOUNT	DISCOUNT	AMOUNT	DISCOUNT	DISC DATE
09/29/08	CHG	080925801871	CHARGE	21.15		21.15		
09/29/08	CHG	080925801873	ORD#D55219	185.62		185.62		
09/30/08	CHG	080923532326	ORD#D75804	89.12		89.12		
09/30/08	CHG	080923532327	ORD#D75814	28.33		28.33		
09/30/08	CHG	080924681994	CHARGE	131.77		131.77		
10/01/08	CHG	080925802088	CHARGE	11.13		11.13		
10/01/08	CHG	081023532516	CHARGE	100.89		100.89		
10/02/08	MEM	081024682153	D/D NOT NEEDED	-19.01		-19.01		
10/02/08	CHG	081023532602	ORD#D59728	4997.90		4997.90		
10/02/08	CHG	081025802254	ORD#D73507	89.04		89.04		
10/03/08	CHG	081025802317	ORD#D76833	357.71		357.71		
10/03/08	CHG	081023532622	ORD#D76810	818.10		818.10		
10/03/08	CHG	081023532631	ORD#D75803	105.99		105.99		
10/03/08	CHG	081025802330	CHARGE	642.92		642.92		
10/04/08	CHG	081023532710	CHARGE	28.58		28.58		
10/06/08	MEM	081023532811	081025802373	-256.50		-256.50		
10/06/08	CHG	081025802509	ORD#D60639	115.09		115.09		
10/06/08	CHG	081025802510	ORD#D77854	376.88		376.88		
10/06/08	CHG	081025802511	ORD#D71611	47.70		47.70		
10/07/08	CHG	081097109656	CHARGE	3600.00		3600.00		
10/07/08	CHG	081023738743	ORD#T77997	168.87		168.87		
10/07/08	CHG	081025802621	CHARGE	52.42		52.42		
10/07/08	CHG	081025802652	ORD#D78381	109.39		109.39		
10/08/08	CHG	081023533006	CHARGE	71.14		71.14		
10/08/08	MEM	081023533050	BAR D12669	242.10		242.10		
10/08/08	CHG	081023820893	CHARGE	-264.22		-264.22		
10/08/08	CHG	081025802747	CHARGE	19.31		19.31		
10/09/08	CHG	081025802841	CHARGE	279.84		279.84		
10/09/08	CHG	081025802843	CHARGE	156.51		156.51		
10/10/08	CHG	081023533208	CHARGE	14.82		14.82		
10/10/08	CHG	081024683235	CHARGE	426.65		426.65		
10/13/08	CHG	081025803117	CHARGE	34.46		34.46		
10/13/08	CHG	081025803162	CHARGE	322.19		322.19		
10/14/08	MEM	081025803163	CHARGE	82.17		82.17		
10/14/08	MEM	081023533412	RAE D12727	50.41		50.41		
10/14/08	CHG	081023739366	CHARGE	-120.83		-120.83		
10/15/08	CHG	081025803279	CHARGE	19.76		19.76		
10/15/08	CHG	081024683767	ORD#D77212	172.84		172.84		
10/15/08	CHG	081024683769	ORD#D76684	201.26		201.26		
10/15/08	CHG	081024683770	CHARGE	243.27		243.27		
10/15/08	CHG	081024683776	ORD#D70519	125.42		125.42		
10/15/08	CHG	081024683776	ORD#D70519	279.56		279.56		

A/R AGED TRIAL BALANCE JOURNAL
CONSOLIDATED

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 PORT: 282 BASIS: INVOICE DATE

SMAN: 9052

DU1189 01 RELIABLE CONSTRUCTION (CONF'D) <=30 31-60 61-90 91-120 >=121 CREDITS TOTAL DUE DISCOUNT PAYMENT

DATE	TYP	REFERENCE	DESCRIPTION	AMOUNT	DISCOUNT	AMOUNT	DISCOUNT	DISC DATE
10/15/08	MEM	081025803386	BAR D12749	-34.97		-34.97		
10/16/08	DEB	081016DEB001	NSF CHECK #4723	32500.00		17500.00		
10/16/08	FIN	081016DEB002	NSF CHECK CHARGES	130.00		130.00		
10/16/08	CHG	081016DFC001	FINANCE CHARGE	650.00		650.00		
10/16/08	CHG	081025803521	CEARGE	3.11		3.11		
10/22/08	CHG	081025803522	ORD#D79946	20.75		20.75		
10/23/08	DEB	081023DEB001	STOP PAY CHECK #3562	10.60		10.60		
10/23/08	DEB	081023DEB002	NSF CHECK CHARGE	15000.00		15000.00		
10/31/08	FIN	081031FIN001	FINANCE CHARGE	30.00		30.00		
10/31/08	FIN	081031FIN002	FINANCE CHARGE	22.04		22.04		
10/31/08	FIN	081031FIN003	FINANCE CHARGE	49.85		49.85		
10/31/08	FIN	081031FIN004	FINANCE CHARGE	81.43		81.43		
10/31/08	FIN	081031FIN005	FINANCE CHARGE	1.01		1.01		
10/31/08	FIN	081031FIN006	FINANCE CHARGE	74.23		74.23		
10/31/08	FIN	081031FIN007	FINANCE CHARGE	0.50		0.50		
10/31/08	FIN	081031FIN008	FINANCE CHARGE	16.39		16.39		
10/31/08	FIN	081031FIN009	FINANCE CHARGE	13.71		13.71		
10/31/08	FIN	081031FIN010	FINANCE CHARGE	1.74		1.74		
10/31/08	FIN	081031FIN011	FINANCE CHARGE	0.50		0.50		
10/31/08	FIN	081031FIN012	FINANCE CHARGE	119.04		119.04		
10/31/08	FIN	081031FIN013	FINANCE CHARGE	44.92		44.92		
10/31/08	FIN	081031FIN014	FINANCE CHARGE	35.29		35.29		
11/14/08	CHG	081124686928	ORD#D76679	1.17		1.17		
				73.04		73.04		
				119.25		119.25		

TOTALS FOR ACCT #: DU1189 15686.11 34788.83 44005.01 19504.23 0.00 695.53 113288.65 0.00

*****REPORT TOTALS*****
 <=30 DAYS 15,686.11
 31-60 DAYS 34,788.83
 61-90 DAYS 44,005.01
 91-120 DAYS 19,504.23
 >=121 DAYS 0.00
 CREDITS 695.53

TOTAL DUE 113,288.65
 DISCOUNT 0.00
 NET DUE 113,288.65

NOV 21, 2008 15:33:39

EXHIBIT "D"

AR ACCOUNT STATUS * SprucePlus 19.0 - SPRUCE Computer Systems *
7000 - ALFOONA

NAME RELIABLE CONSTRUCTION

153 TREASURE LAKE

DOBOS PA

ACCT DUL189 PROJ B/A

ALTEAM 15801

SALESMAN 1320
PHONE # 814-372-7010
ESTAB DATE 10/09/03

DISCOUNT BAL FWD BILLING CYCLE 01
FINANCE 2.0 () CUST CLASS R
YTD FINANCE 2062.90 OVERRIDE TYPE D
TERMS CODE

BALANCES:
YTD HIGH 115685.91 CURRENT 119.25
PRV MONTH 113169.40 30 DAY 47235.78
STMT DISC .00 60 DAY 3295.56
PMT/CRO APPLIED .00 90 DAY 25768.77
\$ OVERDUE 30+ 4 60+ 8 90+ 0 120+ 0

FORMSXX

ORDER BAL 1008.58

Finance Charge Accrues at 2% per
Month. Added on the last day of
the Month.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
NO: 08-2470-CD

YOUR BUILDING CENTERS INC

vs
JOSEPH W. and KIMBERLY ANDRES, RELIABLE CONSTRUCTION, RELIABLE CONSTRUCTION BUILDING & REMODELING SERVICES, LLC
COMPLAINT

SERVICE # 2 OF 3

SERVE BY: 01/29/2009 HEARING: PAGE: 105103

DEFENDANT: RELIABLE CONSTRUCTION
ADDRESS: 153 TREASURE LAKE
DUBOIS, PA 15801
ALTERNATE ADDRESS POSS. SEC. 8 LOT 213

FILED
0/8:50am
FEB 05 2009
William A. Shaw
Prothonotary/Clerk of Courts

SERVE AND LEAVE WITH: DEFENDANT/PIC

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT OCCUPIED

ATTEMPTS 1-21-09 N/H 1-26-09 - Phoned N/H kept message

SHERIFF'S RETURN

NOW, _____ AT _____ AM / PM SERVED THE WITHIN

COMPLAINT ON RELIABLE CONSTRUCTION, DEFENDANT

BY HANDING TO _____

A TRUE AND ATTESTED COPY OF THE ORIGINAL DOCUMENT AND MADE KNOW TO HIM / HER THE CONTENTS THEREOF.

ADDRESS SERVED _____

NOW _____ AT _____ AM / PM POSTED THE WITHIN

COMPLAINT FOR RELIABLE CONSTRUCTION

AT (ADDRESS) _____

NOW 2/5/09 AT 8:20 AM PM AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF NOT FOUND AS TO RELIABLE CONSTRUCTION

REASON UNABLE TO LOCATE Defendant NOT Home

SWORN TO BEFORE ME THIS
_____ DAY OF _____ 2009

So Answers: CHESTER A. HAWKINS, SHERIFF

BY: Jerome M. Neuling
Deputy Signature

Jerome M. Neuling
Print Deputy Name

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

YOUR BUILDING CENTERS INC,

Plaintiff

vs

JOSEPH W. AND KIMBERLY ANDRES,
a husband and wife

RELIABLE CONSTRUCTION,

RELIABLE CONSTRUCTION BUILDING
AND REMODELING SERVICES, LLC.,

Defendant

No. 08-2470-CD

TYPE OF CASE
Civil Division

TYPE OF PLEADING:
Complaint

FILED ON BEHALF OF:
Plaintiff

COUNSEL OF RECORD FOR
THIS PARTY:

David R. Thompson, Esq.
Attorney at Law
Supreme Court I.D. 73053
P.O. Box 587
308 Walton Street, Suite 4
Philipsburg PA 16866
(814) 342-4100

I hereby certify this to be a true
and attested copy of the original
statement filed in this case.

DEC 30 2008

Attest.


Prothonotary/
Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA

CIVIL ACTION - LAW

YOUR BUILDING CENTERS INC.,	*	
	*	
Plaintiff	*	No. 08 -
	*	
vs.	*	
	*	
JOSEPH W. AND KIMBERLY ANDRES,	*	
a husband and wife	*	
	*	
RELIABLE CONSTRUCTION,	*	
	*	
RELIABLE CONSTRUCTION BUILDING	*	
AND REMODELING SERVICES, LLC.,	*	
	*	
	*	
Defendant	*	

COMPLAINT

AND NOW, comes the Plaintiff by and through its attorney, **DAVID R. THOMPSON**, Esquire, and files the following Complaint against the Defendant, and in support thereof avers as follows:

1. Plaintiff Your Building Centers Inc. is a Pennsylvania corporation with its principal place of business at P.O. Box 1230, Altoona, Pennsylvania, 16603.
2. Defendants Joseph W. And Kimberly Andres, a husband and wife, reside at 153 Treasure Lake, Dubois, Pennsylvania, 15801.
3. Defendant Reliable Construction is a Pennsylvania corporation with its principal place of business at 153 Treasure Lake, Dubois, Pennsylvania, 15801. By way of further pleading it

is believed that Defendant Reliable Construction is wholly owned by Defendant Reliable Construction, Building and Remodeling Services, LLC.

4. Defendant Reliable Construction, Building and Remodeling Services, LLC. is a Pennsylvania corporation with its principal place of business at 153 Treasure Lake, Dubois, Pennsylvania, 15801. By way of further pleading it is believed that Joseph W. and Kimberly Andres are the sole shareholders of Defendant Reliable Construction, Building and Remodeling Services, LLC.

5. On October 8, 2003 Defendant Joseph W. Andres completed and signed a credit account agreement for YBC, Inc. (hereinafter: Agreement). A true and correct copy of said agreement is attached hereto as exhibit "A".

6. Said agreement stipulates that "The undersigned parties who are engaged in business under the trade name of Reliable Construction..." Agreement, section 6.

7. A second credit account agreement for YBC, Inc. was executed by Defendants Joseph W. Andres and Kimberly Andres on July 28, 2004. True and correct copies of the signature pages from the second credit account agreement are attached hereto collectively as exhibit "B".

8. Following a successful credit check, and the completion of the Agreement, Defendants Joseph and Kimberly Andres d/b/a Reliable Construction were given a line of credit at YBC, Inc.

9. Since July 28, 2004 there have been numerous charges to the YBC credit account of Reliable Construction. A true and correct copy of the account activity since August, 4, 2008 is attached hereto collectively as exhibit "C".

10. Defendant Reliable Construction currently has an outstanding balance on its line of credit at YBC, Inc. of \$112,819.36, finance charges of \$1,164.82, and a credit on the account of 695.53. By way of further pleading this provides a total owed to Plaintiff YBC, Inc. of \$113,288.65. A true and correct copy of the total sheet from the YBC, Inc. ledger is attached hereto as exhibit "D".

COUNT I
BREACH OF CONTRACT

Paragraphs 1 through 10 are incorporated by reference as though the same were set forth at length herein.

11. Plaintiff YBC, Inc. and Defendants Joseph and Kimberly Andres entered into a valid contract on either October 8, 2003 or July 28, 2004.

12. Section 6 of the Agreement states: "In order to better assure delivery of said materials and supplies and to further secure credit thereafter, the undersigned, both in their individual capacity and in their representative capacity, set forth below, do agree that, in the event payment is not otherwise made for said materials and supplies, that they will make payment therefore when it is billed to them, in the amount of the balance due."

13. Section 6 of the Agreement bears the signatures of both Joseph W. Andres and Kimberly Andres. By way of further pleading Section 6 of the Agreement also provides the terms of the Agreement, Sections 1 through 5 are application questions for the said line of credit.

14. YBC, Inc. has sent multiple invoices to Defendants Joseph and Kimberly Andres regarding their unpaid balance.

15. To date, Defendants Joseph and Kimberly Andres continue to have an outstanding balance on their line of credit with YBC, Inc. for which payment is overdue.

16. Section 6 of the Agreement states: "If the said account is not paid when due, the undersigned individually, and in their representative capacity, do hereby authorize the Prothonotary or any attorney of any court of record of the United States to appear therein against them for the amount then due with interest on the unpaid balance at the rate of twenty-four (24%) percent per annum together with costs of suit..."

WHEREFORE, Plaintiff respectfully requests this Honorable Court to enter judgment in their favor and against Defendants, jointly and severally, in the amount of \$113,288.65, plus costs of suit and interest in the amount of 24% per annum.

COUNT II

QUANTUM MERUIT

Paragraphs 1 through 17 are incorporated by reference as though the same were set forth at length herein.

18. Plaintiffs have provided goods to the Defendants with a value of \$112,819.36.

19. Defendants have sold or used said goods in the continuation of their business Reliable Construction.

20. To date Defendants have not paid for said goods.

21. If Defendants retain the goods provided by Plaintiff, they will be unjustly enriched.

WHEREFORE, Plaintiffs respectfully request this Honorable Court to enter judgment in their favor and against Defendant in the amount of \$112,819.36 plus costs of suit and interest.

COUNT III

CONVERSION

Paragraphs 1 through 21 are incorporated by reference as though the same were set forth at length herein.

22. YBC, Inc. is the rightful owner of monies in the amount of \$47,500.00.

23. Defendants obtained possession of the goods through the use of a charge account which was paid with a \$32,500.00 check which was returned for insufficient funds, and a \$15,000.00 check upon which payment was stopped.

24. But for the fraudulent and intentional acts of Defendants, Plaintiff would be in possession of \$47,500.00 of which it is the rightful owner.

WHEREFORE, Plaintiffs respectfully request this Honorable Court to enter judgment in their favor and against Defendant in the amount of \$47,500.00 plus costs of suit and interest.

COUNT IV

UCC

BREACH OF CONTRACT - 13 Pa.C.S. § 2709 - ACTION FOR THE PRICE

Paragraphs 1 through 24 are incorporated by reference as though the same were set forth at length herein.

25. Defendant Reliable Construction is a buyer as defined by 13 Pa.C.S. § 2103 - Definitions and index of definitions.

26. Plaintiff YBC, Inc. is a seller as defined by 13 Pa.C.S. § 2103 - Definitions and index of definitions.

27. Defendant Reliable Construction has failed to pay the price of the goods as the price has become due.

28. The goods provided by YBC, Inc. were accepted by Defendant Reliable Construction.

29. Pursuant to 13 Pa.C.S. § 2709(a)(1) the seller, Plaintiff YBC, Inc. may recover the price of the goods accepted by Defendant Reliable Construction together with any incidental damages under 13 Pa.C.S. § 2710.

WHEREFORE, Plaintiffs respectfully request this Honorable Court to enter judgment in their favor and against Defendant in the amount of \$112,819.36 plus incidental damages.

COUNT V

COLLECTION FEES AND ATTORNEYS FEES

Paragraphs 1 through 29 are incorporated by reference as though the same were set forth at length herein.

30. Plaintiff has had to hire legal counsel to assist him in the prosecution of this action and is paying said counsel at a rate of \$125.00 per hour.

31. Section 6 of the Agreement states: "If the said account is not paid when due, the undersigned, individually, and in their representative capacity, do hereby authorize... fifteen percent for attorneys and/or collection fees.

WHEREFORE, Plaintiff respectfully requests this Honorable Court to enter judgment in its favor and against the Defendant in the amount of \$16,922.904 for attorney and collection fees.

Respectfully submitted,



David R. Thompson, Esquire

Attorney for Plaintiff

VERIFICATION

I certify that the facts set forth in the foregoing **COMPLAINT** are true and correct to the best of my knowledge, information and belief. This verification is made subject to the penalties of 18 Pa. C. S. § 4904, relating to unsworn falsification to authorities.

Dated: 12/12/08


Rick Ackerman

Type of Work Performed Please check the appropriate box

<input checked="" type="checkbox"/> General Contractor	<input type="checkbox"/> Contract House Builder	<input type="checkbox"/> Spec. House Builder	<input type="checkbox"/> Framing Contractor	<input type="checkbox"/> Commercial/Indus.
<input checked="" type="checkbox"/> Remodeling Contractor	<input type="checkbox"/> Sub Contractor (type):		<input type="checkbox"/> Building Own Home	<input type="checkbox"/> Other

Your Building Centers, Inc. reserves the right to modify this agreement concerning the date payments are due, the amount of service charge imposed, and the amount of discount allowed, after notified by regular mail

Section 1: Individuals and Sole Proprietorships

DUI189

Business Information

Business Name <i>Reliable Construction</i>	Street Address <i>119 1/2 South Brady St</i>	City <i>Dubuq</i>	State <i>Ia</i>	Zip <i>15807</i>
Phone No. <i>814-571-7010</i>	Main Business <i>2</i>			

Application Information

Name <i>Joseph W Andrus</i>	Street Address <i>153 TL</i>	City <i>Dubuq</i>	State <i>Ia</i>	Zip <i>15807</i>
Phone No. <i>814-571-1802</i>	Soc. Sec. No. <i>108-68-9183</i>	Date of Birth <i>5/17/73</i>		
Employer <i>Reliable Construction</i>	Employer's Address <i>119 1/2 S Brady St</i>	Position Held <i>C.E.O.</i>	Yrs Employed <i>2</i>	Annual Income <i>\$60,000</i>

Spouse Information

Name <i>N/A</i>	Soc. Sec. No.	Date of Birth		
Employer	Employer's Address	Position Held	Yrs Employed	Annual Income

Other Information

Housing Status (Check One) <input checked="" type="checkbox"/> Own <input type="checkbox"/> Rent <input type="checkbox"/> Board	Are there any unsatisfied judgements against you? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If yes, amount?
Type of Housing (Check One) <input checked="" type="checkbox"/> House <input type="checkbox"/> Mobile Home <input type="checkbox"/> Apt	Have you ever declared bankruptcy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If yes, when?

Section 2: Partnerships

Business Information

Partnership Name	Street Address	City	State	Zip
Fed. Employer ID No.	Partnership Type	Phone No.	Main Business	
Have you ever declared bankruptcy?	Are there any unsatisfied judgements against you?	Name of Bonding Company	D. & B. No.	D. & B. Rating

Partner Information (Complete for Each Partner)

Partner Name	Street Address	City	State	Zip
Phone No.	Soc. Sec. No.	Date of Birth		
Spouse Name	Soc. Sec. No.	Date of Birth		
Housing Status (Check One) <input type="checkbox"/> Own <input type="checkbox"/> Rent <input type="checkbox"/> Board	Are there any unsatisfied judgements against you? <input type="checkbox"/> Yes <input type="checkbox"/> No	If yes, Amount?		

Partner Name	Street Address	City	State	Zip
Phone No.	Soc. Sec. No.	Date of Birth		
Spouse Name	Soc. Sec. No.	Date of Birth		
Housing Status (Check One) Own Rent Board	Are there any unsatisfied judgements against you? Yes No		If yes, Amount?	

Partner Name	Street Address	City	State	Zip
Phone No.	Soc. Sec. No.	Date of Birth		
Spouse Name	Soc. Sec. No.	Date of Birth		
Housing Status (Check One) Own Rent Board	Are there any unsatisfied judgements against you? Yes No		If yes, Amount?	

Partner Name	Street Address	City	State	Zip
Phone No.	Soc. Sec. No.	Date of Birth		
Spouse Name	Soc. Sec. No.	Date of Birth		
Housing Status (Check One) Own Rent Board	Are there any unsatisfied judgements against you? Yes No		If yes, Amount?	

Section 3: Corporations

Business Information

Name of Corporation	Street Address	City	State	Zip
Fed. Employer ID No.	Phone No.	Name of Bonding Company	Date of Inc.	State of Inc.
Have you ever declared bankruptcy?	Fax No.	Address of Bonding Company	D&B No.	D&B Rating
Are there any unsatisfied judgements against you?		If yes, Amount?		

Officer Information (Complete for each Officer)

Name of Officer	Street Address	City	State	Zip
Title of Officer	Soc. Sec. No.	Phone No.		

Name of Officer	Street Address	City	State	Zip
Title of Officer	Soc. Sec. No.	Phone No.		

Name of Officer	Street Address	City	State	Zip
Title of Officer	Soc. Sec. No.	Phone No.		

Section 4: References *All applicants must fully complete this section.*

Principal Checking Account Information

Name of Bank	Street Address	City	State	Zip
Country National Bank	Washington St	St. Marys	Pa	15857
Contact Person	Phone No.	Account No.		
Debbie Young	814-834-1600	2102077		

Principal Lender Information

Name of Lender	Street Address	City	State	Zip
Contact Person	Phone No.	Year amount of loan	Time of receipt	Interest rate

Business Credit Reference Information

Name of Business	Street Address	City	State	Zip
Houses	100 Commons Ave	DuBois	Pa	15801
Contact Person	Phone No.	Credit Limit		
Erica	814-372-8640	10,000		

Name of Business	Street Address	City	State	Zip
Bar Wholesale	RD2	DuBois	Pa	15801
Contact Person	Phone No.	Credit Limit		
Bill	814-583-5253			

Name of Business	Street Address	City	State	Zip
Stens Electric	DuBois/Brockway Rd	DuBois	Pa	15801
Contact Person	Phone No.	Credit Limit		
Stens Stens	814-375-0247			

Name of Business	Street Address	City	State	Zip
YBC		DuBois	Pa	15801
Contact Person	Phone No.	Credit Limit		
Tony	371-2880			

Section 5: Request *All applicants must fully complete this section.*

What is the estimated cost of the project?	How much credit are you requesting?	Are you tax exempt?
	10,000	(If yes, attach a completed tax exemption certificate)
Do you plan to obtain bank financing?	If yes, Name of Bank	Name of Loan Officer
Are purchase orders required to charge?	Which YBC stores will you be purchasing from?	
Yes	DuBois Pa	

EXHIBIT "B"

Section 6: Acknowledgement of Credit Account Agreement
All applicants must fully complete this section.

THE undersigned parties who are engaged in business under the trade name of Reliable Construction hereby contract with YBC to furnish materials and building supplies to them. In order to better assure delivery of said materials and supplies and to further secure credit thereafter, the undersigned, both in their individual capacity and in their representative capacity, set forth below, do agree that, in the event payment is not otherwise made for said materials and supplies, that they will make payment therefore when it is billed to them, in the amount of the balance due. If the said account is not paid when due, the undersigned individually, and in their representative capacity, do hereby authorize the Prothonotary or any attorney of any court or record of the United States to appear therein against them for the amount then due with interest on the unpaid balance at the rate of twenty-four (24%) percent per annum together with costs of suit, release of errors, and with fifteen percent for attorneys and/or collection fees, hereby waiving all right of stay execution, inquisition an appeal and the benefit of any and all laws now or hereafter to be passed, exempting real or personal property from levy and also waiving the benefit of the present or any further insolvent laws of any state of the United States and of the present or any further bankruptcy law of the United States.

Do NOT sign below before you have read the Credit Account Agreement above. You acknowledge that you have kept a copy of the credit account agreement form #CA-100 and you agree to be bound by its terms and conditions, which are hereby incorporated by reference and made part of this application.

Witness the signature of the parties hereto, the 8th day of Oct, 2003.

**Individual & Spouse Signatures
Spouse of Corporate Officers**

Joseph M. Andrus (seal) _____ (seal)

(seal) _____ (seal)

Partner & Spouse Signatures & Titles

By: Title _____ (seal)

By: Title _____ (seal)

Corporate Officer Signatures & Titles

By: Title _____ (seal)

By: Title _____ (seal)

By: Title _____ (seal)

By: Title _____ (seal)

Section 7: Authorization to Obtain Credit Information
All applicants must fully complete this section.

Authorization is given to Your Building Centers Inc. to obtain or exchange any information it may require relative to this application from any source, including our financial institutions and trade suppliers, and I/we authorize each source to provide Your Building Centers Inc. with such information.

We further authorize that a photocopy or facsimile of this authorization be considered as valid as a original.

	Signature	10/8/03	Date
	Signature		Date
	Signature		Date
	Signature		Date

Do NOT write below this line.

For Office use only.

Approved By	Date Approved	Account Number	Type	Credit Limit
		DU1189		
			Code	Date
			Code	Date



Corporate Office
 2807 Beale Ave.
 PO Box 1230
 Altoona, Pa 16803

Section 6: Acknowledgement of Credit Account Agreement *All applicants must fully complete this section.*

THE undersigned parties who are engaged in business under the trade name of _____ hereby contract with YBC to furnish materials and building supplies to them. In order to better assure delivery of said materials and supplies and to further secure credit thereafter, the undersigned, both in their individual capacity and in their representative capacity, set forth below, do agree that, in the event payment is not otherwise made for said materials and supplies, that they will make payment therefore when it is billed to them, in the amount of the balance due. If the said account is not paid when due, the undersigned individually, and in their representative capacity, do hereby authorize the Prothonotary or any attorney of any court or record of the United States to appear therein against them for the amount then due with interest on the unpaid balance at the rate of twenty-four (24%) percent per annum together with costs of suit, release of errors, and with fifteen percent for attorneys and/or collection fees, hereby waiving all right of stay execution, inquisition an appeal and the benefit of any and all laws now or hereafter to be passed, exempting real or personal property from levy and also waiving the benefit of the present or any further insolvent laws of any state of the United States and of the present or any further bankruptcy law of the United States.

Do NOT sign below before you have read the Credit Account Agreement above. You acknowledge that you have kept a copy of the credit account agreement form #CA-100 and you agree to be bound by its terms and conditions, which are hereby incorporated by reference and made part of this application.

Witness the signature of the parties hereto, the _____ day of _____, _____.

Individual & Spouse Signatures Spouse of Corporate Officers

Joseph Al Andres (seal) _____ (seal)
Humberly Andres (seal) _____ (seal)

Partner & Spouse Signatures & Titles

x Humberto By: Title _____ (seal)

By: Title _____ (seal)

Corporate Officer Signatures & Titles

By: Title _____ (seal)

By: Title _____ (seal)

By: Title _____ (seal)

By: Title _____ (seal)

Section 7: Authorization to Obtain Credit Information
All applicants must fully complete this section.

Authorization is given to Your Building Centers Inc. to obtain or exchange any information it may require relative to this application from any source, including our financial institutions and trade suppliers, and I/we authorize each source to provide Your Building Centers Inc. with such information.

We further authorize that a photocopy or facsimile of this authorization be considered as valid as a original.

[Handwritten Signature] _____ *7/28/04* _____
 Signature Date

X *[Handwritten Signature]* _____ *7-28-04* _____
 Signature Date

 Signature Date

 Signature Date

Do NOT write below this line.

For Office use only.

Approved By	Date	Approved By	Date	Account Number	Type	Credit Limit
					Code	Date
					Code	Date



Corporate Office
 2807 Beale Ave.
 PO Box 1230
 Altoona, Pa 16603

A/R AGED TRIAL BALANCE JOURNAL EXHIBIT "C"

NOV 21, 2008 15:28:05 PAGE: 1
 PORT: 282 BASIS: INVOICE DATE

DU1189 01 RELIABLE CONSTRUCTION >=121 CREDITS TOTAL DUE DISCOUNT LAST PAYMENT
 10/15/08 15000.00

DATE	FYP	REFERENCE	DESCRIPTION	AMOUNT	ORIGINAL DISCOUNT	REMAINING AMOUNT	DISCOUNT	DISC DATE
08/06/08	CHG	080825896702	CRD#D54677	1715.67		1715.67		
08/06/08	CHG	080825896968	CRD#D59252	688.98		654.70		
08/06/08	CHG	080825897034	CHARGE	31.68		31.08		
08/06/08	CHG	080825897042	CHARGE	5.31		5.31		
08/07/08	CHG	080825897095	CHARGE	42.38		42.38		
08/07/08	CHG	080823815868	CHARGE	11.89		11.89		
08/07/08	CHG	080823815872	CHARGE	5.91		5.91		
08/07/08	CHG	080825897100	CRD#D49370	452.54		452.54		
08/09/08	CHG	080825897113	CHARGE	39.21		39.21		
08/09/08	CHG	080825897349	CHARGE	12.42		12.42		
08/11/08	CHG	080823528462	CHARGE	255.53		255.53		
08/11/08	CHG	080823528464	CHARGE	42.58		42.58		
08/11/08	CHG	080823528472	CRD#D60450	9.58		9.58		
08/11/08	CHG	080824676049	CRD#T60037	120.28		120.28		
08/11/08	CHG	080825897380	CRD#D60345	1333.76		1333.76		
08/11/08	CHG	080825897394	CHARGE	1183.71		1183.71		
08/11/08	CHG	080825897398	CHARGE	16.64		16.64		
08/11/08	CHG	080825897400	CHARGE	55.71		55.71		
08/11/08	CHG	080825897402	CRD#D60235	2.37		2.37		
08/11/08	CHG	080825897436	CRD#D60412	70.72		70.72		
08/11/08	CHG	080825897437	CHARGE	2751.08		2751.08		
08/11/08	CHG	080825897439	CHARGE	10.59		10.59		
08/11/08	CHG	080825897444	CHARGE	28.59		28.59		
08/11/08	CHG	080825897445	CHARGE	13.90		13.90		
08/11/08	CHG	080825897475	CHARGE	54.82		54.82		
08/12/08	CHG	080825897528	CHARGE	6.11		6.11		
08/12/08	CHG	080825897530	CRD#D60346	285.24		285.24		
08/13/08	CHG	080825897552	CHARGE	209.82		209.82		
08/13/08	CHG	080823734149	CRD#T61508	265.36		265.36		
08/13/08	CHG	080824676367	CRD#T60037	528.74		528.74		
08/13/08	CHG	080824676368	CRD#D61594	55.26		55.26		
08/14/08	CHG	080823528721	CRD#D61207	293.28		293.28		
08/14/08	CHG	080823528755	CHARGE	2071.78		2071.78		
08/14/08	CHG	080825897757	CHARGE	43.09		43.09		
08/14/08	CHG	080825897758	CRD#D61826	18.68		18.68		
08/14/08	CHG	080825897767	CHARGE	64.97		64.97		
08/14/08	CHG	080825897768	CRD#D53885	205.13		205.13		
08/14/08	CHG	080825897769	CHARGE	943.40		943.40		
08/15/08	CHG	080825897879	CRD#D56754	10.74		10.74		
08/15/08	CHG	080825897895	CHARGE	840.27		840.27		
08/15/08	CHG	080825897932	CHARGE	50.33		50.33		
08/15/08	CHG	080825897935	CRD#D62452	261.39		261.39		

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ACCT # BC NAME -----
DUI189 01 RELIABLE CONSTRUCTION (CONT'D)
-----<=30 31-60 61-90 91-120 >=121 CREDITS TOTAL DUE DISCOUNT DISC DATE LAST PAYMENT

DATE	FYP	REFERENCE	DESCRIPTION	AMOUNT	ORIGINAL DISCOUNT	REMAINING AMOUNT	DISCOUNT	DISC DATE
08/18/08	CHG	080825898053	ORD#D50871	36.05		36.05		
08/18/08	CHG	080825898114	CHARGE	295.23		295.23		
08/19/08	CHG	080823529029	ORD#D59018	2308.79		2308.79		
08/19/08	CHG	080823529031	ORD#D58127	461.07		461.07		
08/20/08	CHG	080823529032	ORD#D63027	472.73		472.73		
08/20/08	CHG	080823529160	ORD#D62509	319.06		319.06		
08/20/08	CHG	080824677194	CHARGE	54.86		54.86		
08/20/08	CHG	080825898323	ORD#D60634	186.33		186.33		
08/20/08	CHG	080825898347	ORD#D63456	93.69		93.69		
08/21/08	CHG	080824677306	CHARGE	67.54		67.54		
08/21/08	CHG	080825898485	CHARGE	17.71		17.71		
08/21/08	CHG	080825898518	CHARGE	42.26		42.26		
08/21/08	CHG	080825898552	CHARGE	31.47		31.47		
08/21/08	CHG	080825898561	ORD#D64206	12.75		12.75		
08/25/08	CHG	080823529509	ORD#D63492	30.13		30.13		
08/25/08	CHG	080823529510	ORD#D60917	1875.27		1875.27		
08/25/08	CHG	080824677668	CHARGE	3653.23		3653.23		
08/25/08	CHG	080824677678	CHARGE	47.06		47.06		
08/25/08	CHG	080825898727	CHARGE	5.32		5.32		
08/25/08	CHG	080825898761	CHARGE	25.74		25.74		
08/26/08	CHG	080825898868	CHARGE	423.61		423.61		
08/26/08	CHG	080825898879	CHARGE	58.59		58.59		
08/28/08	DRB	060828DEB001	TV COMMERCIAL PROD CHRG	18.69		18.69		
08/30/08	CHG	080824678396	CHARGE	150.00		150.00		
09/02/08	CHG	080924678569	ORD#D66455	7.03		7.03		
09/03/08	CHG	080923530135	ORD#D37576	1134.30		1134.30		
09/03/08	CHG	080924678801	ORD#D66455	11936.00		11936.00		
09/04/08	CHG	080923530242	ORD#D67094	220.77		220.77		
09/04/08	CHG	080923530243	ORD#D66928	1907.05		1907.05		
09/04/08	CHG	080923530290	ORD#D59168	3187.39		3187.39		
09/04/08	CHG	080924678863	ORD#D61423	464.28		464.28		
09/05/08	CHG	080925899662	CHARGE	3402.50		3402.50		
09/05/08	CHG	080925899851	ORD#D68558	7.48		7.48		
09/05/08	CHG	080925899866	CHARGE	210.43		210.43		
09/08/08	CHG	080923736245	ORD#D68817	310.89		310.89		
09/09/08	CHG	080924679530	CHARGE	2614.56		2614.56		
09/10/08	CHG	080923530729	ORD#D65842	62.58		62.58		
09/10/08	CHG	080923530736	ORD#D65418	997.85		997.85		
09/11/08	CHG	080924679674	CHARGE	954.08		954.08		
09/11/08	CHG	080925800306	CHARGE	77.72		77.72		
09/11/08	CHG	080925800311	ORD#D68564	392.06		392.06		
09/11/08	CHG	080925800312	ORD#D69112	478.17		478.17		
09/11/08	CHG	080925800312	ORD#D69112	639.42		639.42		

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LAST PAYMENT

DISCOUNT

TOTAL DUE

CREDITS

>=121

91-120

61-90

31-60

<=30

(CONT'D)

DUAL89 01 RELIABLE CONSTRUCTION

DATE	TYP	REFERENCE	DESCRIPTION	AMOUNT	ORIGINAL DISCOUNT	REMAINING AMOUNT	DISCOUNT	DISC DATE
09/11/08	CHG	080925800377	CHARGE	67.52		67.52		
09/12/08	CHG	080923530877	ORD#D62694	4598.42		4598.42		
09/12/08	CHG	080923530895	ORD#D67080	579.41		579.41		
09/12/08	CHG	080923530947	CHARGE	3.61		3.61		
09/12/08	CHG	0809237376719	CHARGE	14.08		14.08		
09/12/08	CHG	080925800394	ORD#D61209	310.68		310.68		
09/12/08	CHG	080925800410	CHARGE	144.12		144.12		
09/12/08	CHG	080925800436	CHARGE	195.04		195.04		
09/15/08	CHG	080925800438	ORD#D70682	504.41		504.41		
09/16/08	CHG	080925800604	ORD#D63020	105.26		105.26		
09/16/08	CHG	080924680285	CHARGE	70.63		70.63		
09/16/08	CHG	080925800708	ORD#D71487	31.47		31.47		
09/16/08	CHG	080925800716	ORD#D47895	47.20		47.20		
09/17/08	CHG	080925800859	ORD#D71705	809.50		809.50		
09/18/08	CHG	080924680513	CHARGE	11.10		11.10		
09/18/08	CHG	080925800995	ORD#D67365	111.94		111.94		
09/18/08	CHG	080925801002	ORD#D67365	309.89		309.89		
09/18/08	CHG	080925801034	ORD#D72523	499.64		499.64		
09/18/08	CHG	080925801036	ORD#D67926	50.32		50.32		
09/22/08	CHG	080923531626	ORD#D72594	258.65		258.65		
09/23/08	CHG	080923531731	ORD#D72532	256.05		256.05		
09/23/08	CHG	080925801162	CHARGE	212.52		212.52		
09/23/08	CHG	080925801363	CHARGE	72.25		72.25		
09/23/08	CHG	080925801395	ORD#D55219	26.31		26.31		
09/24/08	CHG	080923819819	CHARGE	220.53		220.53		
09/24/08	CHG	080924681288	CHARGE	15.72		15.72		
09/24/08	CHG	080924681289	CHARGE	112.83		112.83		
09/24/08	CHG	080925801504	ORD#D73089	39.56		39.56		
09/25/08	CHG	080923531986	CHARGE	74.76		74.76		
09/25/08	CHG	080923532004	CHARGE	17.35		17.35		
09/25/08	CHG	080923532006	CHARGE	53.53		53.53		
09/25/08	CHG	080925801621	CHARGE	8.22		8.22		
09/26/08	CHG	080923532111	CHARGE	66.61		66.61		
09/26/08	CHG	080924681750	ORD#D67453	1.93		1.93		
09/26/08	CHG	080925801740	ORD#D74975	141.35		141.35		
09/26/08	CHG	080925801750	ORD#D75016	51.63		51.63		
09/26/08	CHG	080925801754	CHARGE	239.02		239.02		
09/26/08	CHG	080925801755	CHARGE	11.45		11.45		
09/29/08	CHG	080923532226	CHARGE	13.01		13.01		
09/29/08	CHG	080923532236	ORD#D75379	13.18		13.18		
09/29/08	CHG	080923532256	CHARGE	21.06		21.06		
09/29/08	CHG	080925801850	ORD#D75303	1.98		1.98		
09/29/08	CHG	080925801850	ORD#D75303	73.17		73.17		

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DU1189 01 RELIABLE CONSTRUCTION (CONT'D)

DATE	TYP	REFERENCE	DESCRIPTION	AMOUNT	ORIGINAL DISCOUNT	AMOUNT	REMAINING DISCOUNT	TOTAL DUE	DISCOUNT	LAST PAYMENT
10/15/08	MEM	081025803386	RAR D12749	-34.97		-34.97				
10/16/08	DEB	081016DEB001	NSF CHECK #4723	32500.00		17500.00				
10/16/08	DZR	081016DEB002	NSF CHECK CHARGES	130.00		130.00				
10/16/08	FIN	081016DFC001	FINANCE CHARGE	650.00		650.00				
10/16/08	CHG	081025803521	CEARGE	3.11		3.11				
10/22/08	CHG	081025803522	ORD#D79946	20.75		20.75				
10/23/08	DEB	081023DEB001	STOP PAY CHECK #3562	10.60		10.60				
10/23/08	DEB	081023DEB002	NSP CHECK CHARGE	15000.00		15000.00				
10/31/08	FIN	081031FIN001	FINANCE CHARGE	30.00		30.00				
10/31/08	FIN	081031FIN002	FINANCE CHARGE	22.04		22.04				
10/31/08	FIN	081031FIN003	FINANCE CHARGE	49.85		49.85				
10/31/08	FIN	081031FIN004	FINANCE CHARGE	83.43		83.43				
10/31/08	FIN	081031FIN005	FINANCE CHARGE	1.01		1.01				
10/31/08	FIN	081031FIN006	FINANCE CHARGE	74.23		74.23				
10/31/08	FIN	081031FIN007	FINANCE CHARGE	0.50		0.50				
10/31/08	FIN	081031FIN008	FINANCE CHARGE	16.39		16.39				
10/31/08	FIN	081031FIN009	FINANCE CHARGE	13.71		13.71				
10/31/08	FIN	081031FIN010	FINANCE CHARGE	1.74		1.74				
10/31/08	FIN	081031FIN011	FINANCE CHARGE	0.50		0.50				
10/31/08	FIN	081031FIN012	FINANCE CHARGE	119.04		119.04				
10/31/08	FIN	081031FIN013	FINANCE CHARGE	44.92		44.92				
10/31/08	FIN	081031FIN014	FINANCE CHARGE	35.29		35.29				
11/14/08	CHG	081124686928	ORD#D76679	1.17		1.17				
				73.04		73.04				
				119.25		119.25				

TOTALS FOR ACCT #: DU1189 15686.11 34788.83 44005.01 19504.23 0.00 695.53 113288.65 0.00

*****REPORT TOTALS*****
 <=30 DAYS 15,686.11
 31-60 DAYS 34,788.83
 61-90 DAYS 44,005.01
 91-120 DAYS 19,504.23
 >=121 DAYS 0.00
 CREDITS 695.53

TOTAL DUE 113,288.65
 DISCOUNT 0.00
 NET DUE 113,288.65

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EXHIBIT "D"

AR ACCOUNT STATUS * SprucePlus 19.0 - SPRUCE Computer Systems *
7000 - ALFOONA

NAME RELIABLE CONSTRUCTION

153 TREASURE LAKE

DUBOIS PA

ACCT DUT1189 PROJ N/A

ALFRAM

15801

SALESMAN 1320

PHONE # 814-371-7010

ESTAB DATE 10/09/03

DISCOUNT \$ BAL FWD
FINANCE \$ 2.0
YTD FINANCE 2062.90

BILLING CYCLE 01
CUST CLASS R
OVERRIDE TYPE D
TERMS CODE

DATE LAST CHRG 11/14/08
DATE FMT DUE
DATE LAST PAID 10/15/08
LAST AMT PAID 15000.00
CREDIT LIMIT 75000

BALANCES:
YTD HIGH 115685.91
PRV MONTH 113169.40
STMT DISC .00
PMT/CRD APPLIED .00

CURRENT 119.25
30 DAY 47235.78
60 DAY 39695.56
90 DAY 25768.77
120 + .00

OUTSTANDING 112819.36
+FINANCE CHGS 1164.82
-CRED ON ACCT -695.53
TOTAL DUE 113288.65

\$ OVERDUE 30+ 4 60+ 8 90+ 0 120+ 0

ORDER BAL 1008.58

FORMSXX

Finance Charge Accrued at 2% per
Month. Added on the last day of
the Month.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
NO: 08-2470-CD

YOUR BUILDING CENTERS INC
vs

SERVICE # 1 OF 3

JOSEPH W. and KIMBERLY ANDRES, RELIABLE CONSTRUCTION, RELIABLE CONSTRUCTION BUILDING &
REMODELING SERVICES, LLC

COMPLAINT

371-1802 2nd
2nd on R after Hastings

SERVE BY: 01/29/2009 HEARING: PAGE: 105103

DEFENDANT: JOSEPH W. & KIMBERLY ANDRES
ADDRESS: 153 TREASURE LAKE
DUBOIS, PA 15801
ALTERNATE ADDRESS POSS. SEC. 8 LOT 213

^S FILED
0/8:50Lm
FEB 05 2009
William A. Shaw
Prothonotary/Clerk of Courts

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT OCCUPIED

ATTEMPTS 1-21-09 - w/H Left notice 1-26-09 - Phoned - left message

SHERIFF'S RETURN

NOW, _____ AT _____ AM / PM SERVED THE WITHIN

COMPLAINT ON JOSEPH W. & KIMBERLY ANDRES, DEFENDANT

BY HANDING TO _____

A TRUE AND ATTESTED COPY OF THE ORIGINAL DOCUMENT AND MADE KNOW TO HIM / HER THE CONTENTS THEREOF.

ADDRESS SERVED _____

NOW _____ AT _____ AM / PM POSTED THE WITHIN

COMPLAINT FOR JOSEPH W. & KIMBERLY ANDRES

AT (ADDRESS) _____

NOW 2/5/09 AT 8:20 (AM) PM AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF NOT FOUND AS TO JOSEPH W. & KIMBERLY ANDRES

REASON UNABLE TO LOCATE Defendant NOT Home

SWORN TO BEFORE ME THIS
_____ DAY OF _____ 2009

So Answers: CHESTER A. HAWKINS, SHERIFF

BY: Jerome M. Nevling
Deputy Signature
Jerome M. Nevling
Print Deputy Name

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

YOUR BUILDING CENTERS INC,

Plaintiff

vs

JOSEPH W. AND KIMBERLY ANDRES,
a husband and wife

RELIABLE CONSTRUCTION,

RELIABLE CONSTRUCTION BUILDING
AND REMODELING SERVICES, LLC.,

Defendant

No. 08- 2470-CD

TYPE OF CASE
Civil Division

TYPE OF PLEADING:
Complaint

FILED ON BEHALF OF:
Plaintiff

COUNSEL OF RECORD FOR
THIS PARTY:
David R. Thompson, Esq.
Attorney at Law
Supreme Court I.D. 73053
P.O. Box 587
308 Walton Street, Suite 4
Philipsburg PA 16866
(814) 342-4100

I hereby certify this to be a true
and attested copy of the original
statement filed in this case.

DEC 30 2008

Attest.



William A. Brown
Prothonotary/
Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA

CIVIL ACTION - LAW

YOUR BUILDING CENTERS INC.,	*	
	*	
Plaintiff	*	No. 08 -
	*	
vs.	*	
	*	
JOSEPH W. AND KIMBERLY ANDRES,	*	
a husband and wife	*	
	*	
RELIABLE CONSTRUCTION,	*	
	*	
RELIABLE CONSTRUCTION BUILDING	*	
AND REMODELING SERVICES, LLC.,	*	
	*	
	*	
Defendant	*	

COMPLAINT

AND NOW, comes the Plaintiff by and through its attorney, **DAVID R. THOMPSON**, Esquire, and files the following Complaint against the Defendant, and in support thereof avers as follows:

1. Plaintiff Your Building Centers Inc. is a Pennsylvania corporation with its principal place of business at P.O. Box 1230, Altoona, Pennsylvania, 16603.
2. Defendants Joseph W. And Kimberly Andres, a husband and wife, reside at 153 Treasure Lake, Dubois, Pennsylvania, 15801.
3. Defendant Reliable Construction is a Pennsylvania corporation with its principal place of business at 153 Treasure Lake, Dubois, Pennsylvania, 15801. By way of further pleading it

is believed that Defendant Reliable Construction is wholly owned by Defendant Reliable Construction, Building and Remodeling Services, LLC.

4. Defendant Reliable Construction, Building and Remodeling Services, LLC. is a Pennsylvania corporation with its principal place of business at 153 Treasure Lake, Dubois, Pennsylvania, 15801. By way of further pleading it is believed that Joseph W. and Kimberly Andres are the sole shareholders of Defendant Reliable Construction, Building and Remodeling Services, LLC.

5. On October 8, 2003 Defendant Joseph W. Andres completed and signed a credit account agreement for YBC, Inc. (hereinafter: Agreement). A true and correct copy of said agreement is attached hereto as exhibit "A".

6. Said agreement stipulates that "The undersigned parties who are engaged in business under the trade name of Reliable Construction..." Agreement, section 6.

7. A second credit account agreement for YBC, Inc. was executed by Defendants Joseph W. Andres and Kimberly Andres on July 28, 2004. True and correct copies of the signature pages from the second credit account agreement are attached hereto collectively as exhibit "B".

8. Following a successful credit check, and the completion of the Agreement, Defendants Joseph and Kimberly Andres d/b/a Reliable Construction were given a line of credit at YBC, Inc.

9. Since July 28, 2004 there have been numerous charges to the YBC credit account of Reliable Construction. A true and correct copy of the account activity since August, 4, 2008 is attached hereto collectively as exhibit "C".

10. Defendant Reliable Construction currently has an outstanding balance on its line of credit at YBC, Inc. of \$112,819.36, finance charges of \$1,164.82, and a credit on the account of 695.53. By way of further pleading this provides a total owed to Plaintiff YBC, Inc. of \$113,288.65. A true and correct copy of the total sheet from the YBC, Inc. ledger is attached hereto as exhibit "D".

COUNT I
BREACH OF CONTRACT

Paragraphs 1 through 10 are incorporated by reference as though the same were set forth at length herein.

11. Plaintiff YBC, Inc. and Defendants Joseph and Kimberly Andres entered into a valid contract on either October 8, 2003 or July 28, 2004.

12. Section 6 of the Agreement states: "In order to better assure delivery of said materials and supplies and to further secure credit thereafter, the undersigned, both in their individual capacity and in their representative capacity, set forth below, do agree that, in the event payment is not otherwise made for said materials and supplies, that they will make payment therefore when it is billed to them, in the amount of the balance due."

13. Section 6 of the Agreement bears the signatures of both Joseph W. Andres and Kimberly Andres. By way of further pleading Section 6 of the Agreement also provides the terms of the Agreement, Sections 1 through 5 are application questions for the said line of credit.

14. YBC, Inc. has sent multiple invoices to Defendants Joseph and Kimberly Andres regarding their unpaid balance.

15. To date, Defendants Joseph and Kimberly Andres continue to have an outstanding balance on their line of credit with YBC, Inc. for which payment is overdue.

16. Section 6 of the Agreement states: "If the said account is not paid when due, the undersigned individually, and in their representative capacity, do hereby authorize the Prothonotary or any attorney of any court of record of the United States to appear therein against them for the amount then due with interest on the unpaid balance at the rate of twenty-four (24%) percent per annum together with costs of suit..."

WHEREFORE, Plaintiff respectfully requests this Honorable Court to enter judgment in their favor and against Defendants, jointly and severally, in the amount of \$113,288.65, plus costs of suit and interest in the amount of 24% per annum.

COUNT II

QUANTUM MERUIT

Paragraphs 1 through 17 are incorporated by reference as though the same were set forth at length herein.

18. Plaintiffs have provided goods to the Defendants with a value of \$112,819.36.

19. Defendants have sold or used said goods in the continuation of their business Reliable Construction.

20. To date Defendants have not paid for said goods.

21. If Defendants retain the goods provided by Plaintiff, they will be unjustly enriched.

WHEREFORE, Plaintiffs respectfully request this Honorable Court to enter judgment in their favor and against Defendant in the amount of \$112,819.36 plus costs of suit and interest.

COUNT III

CONVERSION

Paragraphs 1 through 21 are incorporated by reference as though the same were set forth at length herein.

22. YBC, Inc. is the rightful owner of monies in the amount of \$47,500.00.

23. Defendants obtained possession of the goods through the use of a charge account which was paid with a \$32,500.00 check which was returned for insufficient funds, and a \$15,000.00 check upon which payment was stopped.

24. But for the fraudulent and intentional acts of Defendants, Plaintiff would be in possession of \$47,500.00 of which it is the rightful owner.

WHEREFORE, Plaintiffs respectfully request this Honorable Court to enter judgment in their favor and against Defendant in the amount of \$47,500.00 plus costs of suit and interest.

COUNT IV

UCC

BREACH OF CONTRACT - 13 Pa.C.S. § 2709 - ACTION FOR THE PRICE

Paragraphs 1 through 24 are incorporated by reference as though the same were set forth at length herein.

25. Defendant Reliable Construction is a buyer as defined by 13 Pa.C.S. § 2103 - Definitions and index of definitions.

26. Plaintiff YBC, Inc. is a seller as defined by 13 Pa.C.S. § 2103 - Definitions and index of definitions.

27. Defendant Reliable Construction has failed to pay the price of the goods as the price has become due.

28. The goods provided by YBC, Inc. were accepted by Defendant Reliable Construction.

29. Pursuant to 13 Pa.C.S. § 2709(a)(1) the seller, Plaintiff YBC, Inc. may recover the price of the goods accepted by Defendant Reliable Construction together with any incidental damages under 13 Pa.C.S. § 2710.

WHEREFORE, Plaintiffs respectfully request this Honorable Court to enter judgment in their favor and against Defendant in the amount of \$112,819.36 plus incidental damages.

COUNT V

COLLECTION FEES AND ATTORNEYS FEES

Paragraphs 1 through 29 are incorporated by reference as though the same were set forth at length herein.

30. Plaintiff has had to hire legal counsel to assist him in the prosecution of this action and is paying said counsel at a rate of \$125.00 per hour.

31. Section 6 of the Agreement states: "If the said account is not paid when due, the undersigned, individually, and in their representative capacity, do hereby authorize... fifteen percent for attorneys and/or collection fees.

WHEREFORE, Plaintiff respectfully requests this Honorable Court to enter judgment in its favor and against the Defendant in the amount of \$16,922.904 for attorney and collection fees.

Respectfully submitted,



David R. Thompson, Esquire

Attorney for Plaintiff

VERIFICATION

I certify that the facts set forth in the foregoing **COMPLAINT** are true and correct to the best of my knowledge, information and belief. This verification is made subject to the penalties of 18 Pa. C. S. § 4904, relating to unsworn falsification to authorities.

Dated: 12 / 12 / 08


Rick Ackerman

Type of Work Performed. Please check the appropriate box

<input checked="" type="checkbox"/> General Contractor	<input type="checkbox"/> Contract House Builder	<input type="checkbox"/> Spec. House Builder	<input type="checkbox"/> Framing Contractor	<input type="checkbox"/> Commercial/Indus.
<input checked="" type="checkbox"/> Remodeling Contractor	<input type="checkbox"/> Sub Contractor (type):		<input type="checkbox"/> Building Own Home	<input type="checkbox"/> Other

Your Building Centers, Inc. reserves the right to modify this agreement concerning the date payments are due, the amount of service charge imposed, and the amount of discount allowed, after notified by regular mail

Section 1: Individuals and Sole Proprietorships

DUI189

Business Information

Business Name <i>Reliable Construction</i>	Street Address <i>119 1/2 South Brady St</i>	City <i>Dubuq</i>	State <i>Ia</i>	Zip <i>52001</i>
Phone No. <i>814-571-7010</i>	Civil Business			<i>2</i>

Application Information

Name <i>Joseph W Andrus</i>	Street Address <i>153 TC</i>	City <i>Dubuq</i>	State <i>Ia</i>	Zip <i>52001</i>
Phone No. <i>814-571-1802</i>	Soc. Sec. No. <i>188-66-9183</i>	Date of Birth <i>8/17/73</i>		
Employer <i>Reliable Construction</i>	Employer's Address <i>119 1/2 S Brady St</i>	Position Held <i>C.E.O.</i>	Yrs Employed <i>2</i>	Annual Income <i>\$60,000</i>

Spouse Information

Name <i>N/A</i>	Soc. Sec. No.	Date of Birth		
Employer	Employer's Address	Position Held	Yrs Employed	Annual Income

Other Information

House Status (Check One) <input checked="" type="checkbox"/> Own <input type="checkbox"/> Rent <input type="checkbox"/> Board	Are there any unsatisfied judgements against you? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If yes, Amount?
Type of Housing (Check One) <input checked="" type="checkbox"/> House <input type="checkbox"/> Mobile Home <input type="checkbox"/> Apt	Have you ever declared bankruptcy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If yes, when?

Section 2: Partnerships

Business Information

Partnership Name	Street Address	City	State	Zip
Fed. Employer ID. No.	Partnership Type	Phone No.	Civil Business	
Have you ever declared bankruptcy?	Are there any unsatisfied judgements against you?	Name of Bonding Company	D & B No.	D & B Rating

Partner Information (Complete for Each Partner)

Partner Name	Street Address	City	State	Zip
Phone No.	Soc. Sec. No.	Date of Birth		
Spouse Name	Soc. Sec. No.	Date of Birth		
Housing Status (Check One) <input type="checkbox"/> Own <input type="checkbox"/> Rent <input type="checkbox"/> Board	Are there any unsatisfied judgements against you? <input type="checkbox"/> Yes <input type="checkbox"/> No	If yes, Amount?		

Name		Street Address	City	State	Zip
Phone No.		Soc. Sec. No.	Date of Birth		
Spouse Name		Soc. Sec. No.	Date of Birth		
Housing Status (Check One) Own Rent Board		Are there any unsatisfied judgements against you? Yes No		If yes, Amount?	

Partner Name		Street Address	City	State	Zip
Phone No.		Soc. Sec. No.	Date of Birth		
Spouse Name		Soc. Sec. No.	Date of Birth		
Housing Status (Check One) Own Rent Board		Are there any unsatisfied judgements against you? Yes No		If yes, Amount?	

Partner Name		Street Address	City	State	Zip
Phone No.		Soc. Sec. No.	Date of Birth		
Spouse Name		Soc. Sec. No.	Date of Birth		
Housing Status (Check One) Own Rent Board		Are there any unsatisfied judgements against you? Yes No		If yes, Amount?	

Section 3: Corporations

Business Information

Name of Corporation		Street Address	City	State	Zip
Fed. Employer ID No.	Phone No.	Name of Bonding Company		Date of In.	State of In.
Have you ever declared bankruptcy?	Fax No.	Address of Bonding Company		D&B No.	D&B Rating
Are there any unsatisfied judgements against you? Yes No		If yes, Amount?			

Officer Information (Complete for each Officer)

Name of Officer		Street Address	City	State	Zip
Title of Officer		Soc. Sec. No.	Phone No.		

Name of Officer		Street Address	City	State	Zip
Title of Officer		Soc. Sec. No.	Phone No.		

Name of Officer		Street Address	City	State	Zip
Title of Officer		Soc. Sec. No.	Phone No.		

Section 4: References *All applicants must fully complete this sec.*

Principal Checking Account Information

Name of Bank	Street Address	City	State	Zip
County National Bank	Washington St	St. Marys	Pa	15857
Contact Person	Phone No.	Account No.		
Debbie Young	814-834-1600	2102077		

Principal Lender Information

Name of Lender	Street Address	City	State	Zip
Contact Person	Phone No.	Department of Loan	Loan Officer	Max. Limit

Business Credit Reference Information

Name of Business	Street Address	City	State	Zip
Louisa	100 Commons Ave	Dubois	Pa	15801
Contact Person	Phone No.	Credit Limit		
Erica	814-372-8640	10,000		

Name of Business	Street Address	City	State	Zip
Bar Wholesale	R02	Dubois	Pa	15801
Contact Person	Phone No.	Credit Limit		
Bill	814-583-5253			

Name of Business	Street Address	City	State	Zip
Party Electric	Dubois/Brockway Rd	Dubois	Pa	15801
Contact Person	Phone No.	Credit Limit		
Steve Party	814-375-0247			

Name of Business	Street Address	City	State	Zip
YBC		Dubois	Pa	15801
Contact Person	Phone No.	Credit Limit		
Tony	371-2880			

Section 5: Request *All applicants must fully complete this section.*

What is the estimated cost of the project?	How much credit are you requesting?	Are you tax exempt?
	10,000	(If yes, attach a completed tax exemption certificate)
Do you plan to obtain bank financing?	If yes, Name of Bank	Name of Loan Officer
Are purchase orders required to charge?	Which YBC store will you be purchasing from?	
Yes	Dubois Pa	

EXHIBIT "B"

Section 6: Acknowledgement of Credit Account Agreement

All applicants must fully complete this section.

THE undersigned parties who are engaged in business under the trade name of Reliable Construction hereby contract with YBC to furnish materials and building supplies to them. In order to better assure delivery of said materials and supplies and to further secure credit thereafter, the undersigned, both in their individual capacity and in their representative capacity, set forth below, do agree that, in the event payment is not otherwise made for said materials and supplies, that they will make payment therefore when it is billed to them, in the amount of the balance due. If the said account is not paid when due, the undersigned individually, and in their representative capacity, do hereby authorize the Prothonotary or any attorney of any court or record of the United States to appear therein against them for the amount then due with interest on the unpaid balance at the rate of twenty-four (24%) percent per annum together with costs of suit, release of errors, and with fifteen percent for attorneys and/or collection fees, hereby waiving all right of stay execution, inquisition an appeal and the benefit of any and all laws now or hereafter to be passed, exempting real or personal property from levy and also waiving the benefit of the present or any further insolvent laws of any state of the United States and of the present or any further bankruptcy law of the United States.

Do NOT sign below before you have read the Credit Account Agreement above. You acknowledge that you have kept a copy of the credit account agreement form #CA-100 and you agree to be bound by its terms and conditions, which are hereby incorporated by reference and made part of this application.

Witness the signature of the parties hereto, the 8th day of Oct, 2003.

**Individual & Spouse Signatures
Spouse of Corporate Officers**

Joseph M. Andrews (seal) _____ (seal)

_____ (seal) _____ (seal)

Partner & Spouse Signatures & Titles

By: Title _____ (seal)

By: Title _____ (seal)

Corporate Officer Signatures & Titles

By: Title _____ (seal)

By: Title _____ (seal)

By: Title _____ (seal)

By: Title _____ (seal)

Section 7: Authorization to Obtain Credit Information
All applicants must fully complete this section.

Authorization is given to Your Building Centers Inc. to obtain or exchange any information it may require relative to this application from any source, including our financial institutions and trade suppliers, and I/we authorize each source to provide Your Building Centers Inc. with such information.

We further authorize that a photocopy or facsimile of this authorization be considered as valid as a original.

	Signature	10/8/03	Date
	Signature		Date
	Signature		Date
	Signature		Date

Do NOT write below this line.

For Office use only.

Approved By	Date Approved	Account Number	Type	Credit Limit
		Du 1189		
			Code	Date
			Code	Date



Corporate Office
 2607 Boale Ave.
 PO Box 1200
 Altoona, Pa 16803

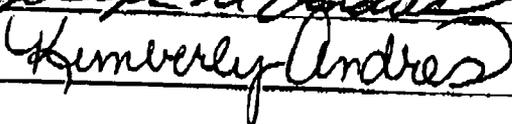
Section 6: Acknowledgement of Credit Account Agreement *All applicants must fully complete this section.*

THE undersigned parties who are engaged in business under the trade name of _____ hereby contract with YBC to furnish materials and building supplies to them. In order to better assure delivery of said materials and supplies and to further secure credit thereafter, the undersigned, both in their individual capacity and in their representative capacity, set forth below, do agree that, in the event payment is not otherwise made for said materials and supplies, that they will make payment therefore when it is billed to them, in the amount of the balance due. If the said account is not paid when due, the undersigned individually, and in their representative capacity, do hereby authorize the Prothonotary or any attorney of any court or record of the United States to appear therein against them for the amount then due with interest on the unpaid balance at the rate of twenty-four (24%) percent per annum together with costs of suit, release of errors, and with fifteen percent for attorneys and/or collection fees, hereby waiving all right of stay execution, inquisition an appeal and the benefit of any and all laws now or hereafter to be passed, exempting real or personal property from levy and also waiving the benefit of the present or any further insolvent laws of any state of the United States and of the present or any further bankruptcy law of the United States.

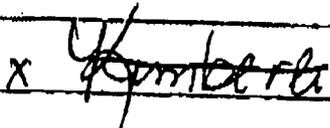
Do NOT sign below before you have read the Credit Account Agreement above. You acknowledge that you have kept a copy of the credit account agreement form #CA-100 and you agree to be bound by its terms and conditions, which are hereby incorporated by reference and made part of this application.

Witness the signature of the parties hereto, the _____ day of _____, _____.

Individual & Spouse Signatures Spouse of Corporate Officers

 (seal) _____ (seal)
 (seal) _____ (seal)

Partner & Spouse Signatures & Titles

x  By: Title _____ (seal)

By: Title _____ (seal)

Corporate Officer Signatures & Titles

By: Title _____ (seal)

By: Title _____ (seal)

By: Title _____ (seal)

By: Title _____ (seal)

Section 7: Authorization to Obtain Credit Information

All applicants must fully complete this section.

Authorization is given to Your Building Centers Inc. to obtain or exchange any information it may require relative to this application from any source, including our financial institutions and trade suppliers, and I/we authorize each source to provide Your Building Centers Inc. with such information.

We further authorize that a photocopy or facsimile of this authorization be considered as valid as a original.

Joseph Andrew Signature 7/28/04 Date

Kemberly Andrew Signature 7-28-04 Date

Signature Date

Signature Date

Do NOT write below this line.

For Office use only.

Approved By	Date Approved	Account Number	Type	Credit Limit
			Code	Date
			Code	Date



An Employee Owned Company

Corporate Office
2807 Beale Ave.
PO Box 1230
Altoona, Pa 16803

A/R AGED TRIAL BALANCE JOURNAL EXHIBIT "C"

NOV 21, 2008 15:28:05 PAGE: 1
 PORT: 282 BASIS: INVOICE DATE

CUSTOMER-----
 ACCT # BC NAME

DUI189 01 RELIABLE CONSTRUCTION <=30 31-60 61-90 91-120 >=121 CREDITS TOTAL DUE DISCOUNT LAST PAYMENT
 10/15/08 15000.00

DATE	TYP	REFERENCE	DESCRIPTION	AMOUNT	ORIGINAL DISCOUNT	AMOUNT	REMAINING DISCOUNT	DISC DATE
08/04/08	CEG	080825896702	ORD#D54677	1715.67		1715.67		
08/06/08	CEG	080825896968	ORD#D59252	688.98		688.98		
08/06/08	CEG	080825897034	CHARGE	31.68		31.68		
08/06/08	CEG	080825897042	CHARGE	5.31		5.31		
08/07/08	CEG	080823815868	CHARGE	42.38		42.38		
08/07/08	CEG	080823815872	CHARGE	11.89		11.89		
08/07/08	CEG	080825897100	ORD#D49370	5.91		5.91		
08/07/08	CEG	080825897111	CHARGE	452.54		452.54		
08/09/08	CEG	080825897349	CHARGE	39.21		39.21		
08/11/08	CEG	080823528462	CHARGE	12.42		12.42		
08/11/08	CEG	080823528464	CHARGE	255.53		255.53		
08/11/08	CEG	080823528472	CHARGE	42.58		42.58		
08/11/08	CEG	080823528472	ORD#D60450	9.58		9.58		
08/11/08	CEG	080824676049	ORD#T60037	120.28		120.28		
08/11/08	CEG	080825897380	ORD#T60037	1333.76		1333.76		
08/11/08	CEG	080825897394	ORD#D60345	1183.71		1183.71		
08/11/08	CEG	080825897398	CHARGE	16.64		16.64		
08/11/08	CEG	080825897400	CHARGE	55.71		55.71		
08/11/08	CEG	080825897402	CHARGE	2.37		2.37		
08/11/08	CEG	080825897436	ORD#D60235	70.72		70.72		
08/11/08	CEG	080825897437	ORD#D60412	2751.08		2751.08		
08/11/08	CEG	080825897439	CHARGE	10.59		10.59		
08/11/08	CEG	080825897444	CHARGE	28.59		28.59		
08/11/08	CEG	080825897445	CHARGE	13.90		13.90		
08/11/08	CEG	080825897475	CHARGE	54.82		54.82		
08/12/08	CEG	080825897528	CHARGE	6.11		6.11		
08/12/08	CEG	080825897530	ORD#D60346	285.24		285.24		
08/13/08	CEG	080825897552	CHARGE	209.82		209.82		
08/13/08	CEG	080823734149	ORD#T61508	265.36		265.36		
08/13/08	CEG	080824676367	ORD#T60037	528.74		528.74		
08/14/08	CEG	080824676368	ORD#D61594	55.26		55.26		
08/14/08	CEG	080823528721	ORD#D61207	293.28		293.28		
08/14/08	CEG	080823528755	CHARGE	2071.78		2071.78		
08/14/08	CEG	080825897757	CHARGE	43.09		43.09		
08/14/08	CEG	080825897758	ORD#D61826	18.68		18.68		
08/14/08	CEG	080825897767	CHARGE	64.97		64.97		
08/14/08	CEG	080825897768	ORD#D53885	205.13		205.13		
08/15/08	CEG	080825897779	CHARGE	943.40		943.40		
08/15/08	CEG	080825897879	ORD#D56754	10.74		10.74		
08/15/08	CEG	080825897895	CHARGE	840.27		840.27		
08/15/08	CEG	080825897932	ORD#D62452	50.33		50.33		
08/15/08	CEG	080825897932	ORD#D62452	261.39		261.39		

-----CUSTOMER-----
 ACCT # BC FRANK
 DUT189 01 RELIABLE CONSTRUCTION (CONT'D)
 <=30 31-60 61-90 91-120 >=121 CREDITS TOTAL DUE DISCOUNT DISC DATE LAST PAYMENT

DATE	TYP	REFERENCE	DESCRIPTION	AMOUNT	ORIGINAL DISCOUNT	REMAINING AMOUNT	DISCOUNT	DISC DATE
08/16/08	CHG	080825898053	ORD#D50871	36.05		36.05		
08/16/08	CHG	080825898114	CHARGE	295.23		295.23		
08/19/08	CHG	080823529029	ORD#D59018	2308.79		2308.79		
08/19/08	CHG	080823529031	ORD#D58127	461.07		461.07		
08/20/08	CHG	080823529032	ORD#D63027	472.73		472.73		
08/20/08	CHG	080823529160	ORD#D62509	319.06		319.06		
08/20/08	CHG	080824677194	CHARGE	54.86		54.86		
08/20/08	CHG	080825898323	ORD#D60634	186.33		186.33		
08/20/08	CHG	080825898347	ORD#D63456	93.69		93.69		
08/21/08	CHG	080824677306	CHARGE	67.54		67.54		
08/21/08	CHG	080825898485	CHARGE	17.71		17.71		
08/21/08	CHG	080825898518	CHARGE	42.26		42.26		
08/21/08	CHG	080825898552	CHARGE	31.47		31.47		
08/21/08	CHG	080825898561	ORD#D64206	12.75		12.75		
08/25/08	CHG	080823529509	ORD#D63492	30.13		30.13		
08/25/08	CHG	080824677658	ORD#D60917	1875.27		1875.27		
08/25/08	CHG	080824677658	CHARGE	3653.23		3653.23		
08/25/08	CHG	080824677678	CHARGE	47.06		47.06		
08/25/08	CHG	080825898727	CHARGE	5.32		5.32		
08/25/08	CHG	080825898761	CHARGE	25.74		25.74		
08/26/08	CHG	080825898868	CHARGE	423.61		423.61		
08/26/08	CHG	080825898879	CHARGE	58.59		58.59		
08/28/08	CHG	080824678396	TV COMMERCIAL PROD CHRG	18.69		18.69		
08/30/08	CHG	080824678396	CHARGE	150.00		150.00		
09/02/08	CHG	080924678369	ORD#D66455	7.03		7.03		
09/03/08	CHG	080923530135	ORD#D37576	1134.30		1134.30		
09/04/08	CHG	080924678801	ORD#D66455	11936.00		11936.00		
09/04/08	CHG	080923530242	ORD#D67094	220.77		220.77		
09/04/08	CHG	080923530243	ORD#D66928	1907.05		1907.05		
09/04/08	CHG	080923530290	ORD#D59158	3187.39		3187.39		
09/04/08	CHG	080924678863	ORD#D61423	464.28		464.28		
09/05/08	CHG	080925899662	CHARGE	3402.50		3402.50		
09/05/08	CHG	080925899851	ORD#D68558	7.48		7.48		
09/08/08	CHG	080925899866	CHARGE	210.43		210.43		
09/09/08	CHG	080923736245	ORD#D68817	310.89		310.89		
09/10/08	CHG	080924679530	CHARGE	2614.56		2614.56		
09/10/08	CHG	080923530729	ORD#D65842	62.58		62.58		
09/10/08	CHG	080923530736	ORD#D65418	997.85		997.85		
09/11/08	CHG	080924679674	CHARGE	954.08		954.08		
09/11/08	CHG	080925800306	CHARGE	77.72		77.72		
09/11/08	CHG	080925800311	ORD#D68564	392.06		392.06		
09/11/08	CHG	080925800312	ORD#D69112	478.17		478.17		
09/11/08	CHG	080925800312	CHARGE	639.42		639.42		

A/R AGED TRIAL BALANCE JOURNAL
CONSOLIDATED

SMAN: 9052

NOV 21, 2008

15:28:05

PORT: 282 BASIS: INVOICE DATE

PAGE: 3

ACCT # BC NAME DDL189 01 RELIABLE CONSTRUCTION (CONT'D)

DATE	TYP	REFERENCE	DESCRIPTION	AMOUNT	DISCOUNT	TOTAL DUE	DISCOUNT	PAYMENT	LAST
09/11/08	CHG	080925800377	CHARGE	67.52		67.52			
09/12/08	CHG	080923530877	ORD#D62694	4598.42		4598.42			
09/12/08	CHG	080923530895	ORD#D67080	579.41		579.41			
09/12/08	CHG	080923530947	CHARGE	3.61		3.61			
09/12/08	CHG	080923736719	CHARGE	14.08		14.08			
09/12/08	CHG	080925800394	ORD#D61209	310.68		310.68			
09/12/08	CHG	080925800410	CHARGE	144.12		144.12			
09/12/08	CHG	080925800436	CHARGE	195.04		195.04			
09/12/08	CHG	080925800438	ORD#D70682	504.41		504.41			
09/15/08	CHG	080925800604	ORD#D63020	105.26		105.26			
09/16/08	CHG	080924680285	CHARGE	70.63		70.63			
09/16/08	CHG	080925800708	ORD#D71487	31.47		31.47			
09/16/08	CHG	080925800716	ORD#D47895	47.20		47.20			
09/17/08	CHG	080925800859	ORD#D71705	809.50		809.50			
09/18/08	CHG	080924680513	CHARGE	11.10		11.10			
09/18/08	CHG	080925800995	ORD#D67365	111.94		111.94			
09/18/08	CHG	080925801002	ORD#D67365	309.89		309.89			
09/18/08	CHG	080925801034	ORD#D72523	499.64		499.64			
09/18/08	CHG	080925801036	ORD#D67926	50.32		50.32			
09/22/08	CHG	080923531626	ORD#D72594	258.65		258.65			
09/23/08	CHG	080923531731	ORD#D72532	256.05		256.05			
09/23/08	CHG	080925801362	CHARGE	212.52		212.52			
09/23/08	CHG	080925801363	CHARGE	72.25		72.25			
09/23/08	CHG	080925801395	ORD#D55219	26.31		26.31			
09/24/08	CHG	080923819819	CHARGE	220.53		220.53			
09/24/08	CHG	080924681288	CHARGE	15.72		15.72			
09/24/08	CHG	080924681289	CHARGE	112.83		112.83			
09/24/08	CHG	080924681504	ORD#D73089	39.56		39.56			
09/25/08	CHG	080923531986	CHARGE	74.76		74.76			
09/25/08	CHG	080923532004	CHARGE	17.35		17.35			
09/25/08	CHG	080923532006	CHARGE	53.53		53.53			
09/25/08	CHG	080925801621	CHARGE	8.22		8.22			
09/26/08	CHG	080923532111	CHARGE	66.61		66.61			
09/26/08	CHG	080924681750	ORD#D67453	1.93		1.93			
09/26/08	CHG	080925801740	ORD#D74975	141.35		141.35			
09/26/08	CHG	080925801750	ORD#D75016	51.63		51.63			
09/26/08	CHG	080925801754	CHARGE	239.02		239.02			
09/28/08	CHG	080925801755	CHARGE	11.45		11.45			
09/29/08	CHG	080923532226	CHARGE	13.01		13.01			
09/29/08	CHG	080923532236	ORD#D75379	13.18		13.18			
09/29/08	CHG	080923532256	CHARGE	21.06		21.06			
09/29/08	CHG	080925801850	ORD#D75303	1.98		1.98			
09/29/08	CHG	080925801850	ORD#D75303	73.17		73.17			

----- ORIGINAL ----- REMAINING -----
 AMOUNT DISCOUNT AMOUNT DISCOUNT DISC DATE

NOV 21, 2008 15:33:39 EXHIBIT "D"
 AR ACCOUNT STATUS * SprucePlus 19.0 - SPRUCE Computer Systems *
 7000 - ALFOONA

NAME RELIABLE CONSTRUCTION ACCT DUL189 PROJ N/A
 153 TREASURE LANE ALTRAM
 DUBOIS PA 15801
 SALESMAN 1320
 PHONE # 814-371-7010
 ESTAB DATE 10/09/03

DISCOUNT \$ BAL FWD BILLING CYCLE 01
 FINANCE \$ 2.0 () CUST CLASS R
 YTD FINANCE 2062.90 OVERRIDE TYPE D
 TERMS CODE
 BALANCES: CURRENT 119.25
 YTD HIGH 115685.91 30 DAY 47235.78
 PRV MONTH 113169.40 60 DAY 39695.56
 STMT DISC .00 90 DAY 25768.77
 PMT/CRD APPLIED .00 120 + .00

\$ OVERDUE 30+ 4 60+ 8 90+ 0 120+ 0
 ORDER BAL 1008.58

DATE LAST CHRG 11/14/08
 DATE FWT DUE 10/15/08
 DATE LAST PAID 15000.00
 LAST AMT PAID 75000
 CREDIT LIMIT 112819.36
 OUTSTANDING 1164.82
 +FINANCE CHGS -695.53
 -CRD ON ACCT 113288.65

FORMSXX

Finance Charge Accrued at 2% per Month. Added on the last day of the Month.

To: 8143427081
 8149448526

FILED

FEB 05 2009

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION LAW

YOUR BUILDING CENTERS, INC.,

Plaintiff

vs.

JOSEPH W. AND KIMBERLY ANDRES,
a husband and wife,

RELIABLE CONSTRUCTION

RELIABLE CONSTRUCTION BUILDING
AND REMODELING SERVICES, LLC,

Defendant

No. 08-2470-CD

TYPE OF CASE:
Civil Action - Law

TYPE OF PLEADING:
Praecipe to Reinstate

FILED ON BEHALF OF:
Plaintiff

COUNSEL OF RECORD FOR
THIS PARTY:
David R. Thompson, Esquire
Supreme Court I.D. No. 73053
Attorney at Law
P.O. Box 587
308 Walton Street, Suite 4
Philipsburg PA 16866
(814) 342-4100

FILED

FEB 11 2009

William A. Shaw
Prothonotary/Clerk of Courts

Atty pd. 7.00
Old 3100
400 Atty

4 Compl. Reinstated
to Sheriff

(610)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

YOUR BUILDING CENTERS, INC.,
husband and wife,

Plaintiff

vs.

JOSEPH W. AND KIMBERLY ANDRES,
a husband and wife,

RELIABLE CONSTRUCTION

RELIABLE CONSTRUCTION BUILDING
AND REMODELING SERVICES, LLC,

Defendant

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No. 08-2470-CD

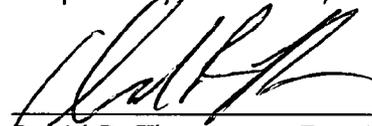
PRAECIPE TO REINSTATE

TO THE PROTHONOTARY:

Kindly reinstate the attached Complaint in the above-captioned matter.

DATE: 2-3-09

Respectfully submitted,



David R. Thompson, Esquire
Attorney for Plaintiff

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

YOUR BUILDING CENTERS INC,

Plaintiff

vs

JOSEPH W. AND KIMBERLY ANDRES,
a husband and wife

RELIABLE CONSTRUCTION,

RELIABLE CONSTRUCTION BUILDING
AND REMODELING SERVICES, LLC.,

Defendant

No. 08-

TYPE OF CASE
Civil Division

TYPE OF PLEADING:
Complaint

FILED ON BEHALF OF:
Plaintiff

COUNSEL OF RECORD FOR
THIS PARTY:
David R. Thompson, Esq.
Attorney at Law
Supreme Court I.D. 73053
P.O. Box 587
308 Walton Street, Suite 4
Philipsburg PA 16866
(814) 342-4100

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA

CIVIL ACTION - LAW

YOUR BUILDING CENTERS INC.,	*	
	*	
Plaintiff	*	No. 08 -
	*	
vs.	*	
	*	
JOSEPH W. AND KIMBERLY ANDRES,	*	
a husband and wife	*	
	*	
RELIABLE CONSTRUCTION,	*	
	*	
RELIABLE CONSTRUCTION BUILDING	*	
AND REMODELING SERVICES, LLC.,	*	
	*	
	*	
Defendant	*	

COMPLAINT

AND NOW, comes the Plaintiff by and through its attorney, **DAVID R. THOMPSON**, Esquire, and files the following Complaint against the Defendant, and in support thereof avers as follows:

1. Plaintiff Your Building Centers Inc. is a Pennsylvania corporation with its principal place of business at P.O. Box 1230, Altoona, Pennsylvania, 16603.
2. Defendants Joseph W. And Kimberly Andres, a husband and wife, reside at 153 Treasure Lake, Dubois, Pennsylvania, 15801.
3. Defendant Reliable Construction is a Pennsylvania corporation with its principal place of business at 153 Treasure Lake, Dubois, Pennsylvania, 15801. By way of further pleading it

is believed that Defendant Reliable Construction is wholly owned by Defendant Reliable Construction, Building and Remodeling Services, LLC.

4. Defendant Reliable Construction, Building and Remodeling Services, LLC. is a Pennsylvania corporation with its principal place of business at 153 Treasure Lake, Dubois, Pennsylvania, 15801. By way of further pleading it is believed that Joseph W. and Kimberly Andres are the sole shareholders of Defendant Reliable Construction, Building and Remodeling Services, LLC.

5. On October 8, 2003 Defendant Joseph W. Andres completed and signed a credit account agreement for YBC, Inc. (hereinafter: Agreement). A true and correct copy of said agreement is attached hereto as exhibit "A".

6. Said agreement stipulates that "The undersigned parties who are engaged in business under the trade name of Reliable Construction..." Agreement, section 6.

7. A second credit account agreement for YBC, Inc. was executed by Defendants Joseph W. Andres and Kimberly Andres on July 28, 2004. True and correct copies of the signature pages from the second credit account agreement are attached hereto collectively as exhibit "B".

8. Following a successful credit check, and the completion of the Agreement, Defendants Joseph and Kimberly Andres d/b/a Reliable Construction were given a line of credit at YBC, Inc.

9. Since July 28, 2004 there have been numerous charges to the YBC credit account of Reliable Construction. A true and correct copy of the account activity since August, 4, 2008 is attached hereto collectively as exhibit "C".

10. Defendant Reliable Construction currently has an outstanding balance on its line of credit at YBC, Inc. of \$112,819.36, finance charges of \$1,164.82, and a credit on the account of 695.53. By way of further pleading this provides a total owed to Plaintiff YBC, Inc. of \$113,288.65. A true and correct copy of the total sheet from the YBC, Inc. ledger is attached hereto as exhibit "D".

***COUNT I
BREACH OF CONTRACT***

Paragraphs 1 through 10 are incorporated by reference as though the same were set forth at length herein.

11. Plaintiff YBC, Inc. and Defendants Joseph and Kimberly Andres entered into a valid contract on either October 8, 2003 or July 28, 2004.

12. Section 6 of the Agreement states: "In order to better assure delivery of said materials and supplies and to further secure credit thereafter, the undersigned, both in their individual capacity and in their representative capacity, set forth below, do agree that, in the event payment is not otherwise made for said materials and supplies, that they will make payment therefore when it is billed to them, in the amount of the balance due."

13. Section 6 of the Agreement bears the signatures of both Joseph W. Andres and Kimberly Andres. By way of further pleading Section 6 of the Agreement also provides the terms of the Agreement, Sections 1 through 5 are application questions for the said line of credit.

14. YBC, Inc. has sent multiple invoices to Defendants Joseph and Kimberly Andres regarding their unpaid balance.

15. To date, Defendants Joseph and Kimberly Andres continue to have an outstanding balance on their line of credit with YBC, Inc. for which payment is overdue.

16. Section 6 of the Agreement states: "If the said account is not paid when due, the undersigned individually, and in their representative capacity, do hereby authorize the Prothonotary or any attorney of any court of record of the United States to appear therein against them for the amount then due with interest on the unpaid balance at the rate of twenty-four (24%) percent per annum together with costs of suit..."

WHEREFORE, Plaintiff respectfully requests this Honorable Court to enter judgment in their favor and against Defendants, jointly and severally, in the amount of \$113,288.65, plus costs of suit and interest in the amount of 24% per annum.

COUNT II

QUANTUM MERUIT

Paragraphs 1 through 17 are incorporated by reference as though the same were set forth at length herein.

18. Plaintiffs have provided goods to the Defendants with a value of \$112,819.36.

19. Defendants have sold or used said goods in the continuation of their business Reliable Construction.

20. To date Defendants have not paid for said goods.

21. If Defendants retain the goods provided by Plaintiff, they will be unjustly enriched.

WHEREFORE, Plaintiffs respectfully request this Honorable Court to enter judgment in their favor and against Defendant in the amount of \$112,819.36 plus costs of suit and interest.

COUNT III

CONVERSION

Paragraphs 1 through 21 are incorporated by reference as though the same were set forth at length herein.

22. YBC, Inc. is the rightful owner of monies in the amount of \$47,500.00.

23. Defendants obtained possession of the goods through the use of a charge account which was paid with a \$32,500.00 check which was returned for insufficient funds, and a \$15,000.00 check upon which payment was stopped.

24. But for the fraudulent and intentional acts of Defendants, Plaintiff would be in possession of \$47,500.00 of which it is the rightful owner.

WHEREFORE, Plaintiffs respectfully request this Honorable Court to enter judgment in their favor and against Defendant in the amount of \$47,500.00 plus costs of suit and interest.

COUNT IV

UCC

BREACH OF CONTRACT - 13 Pa.C.S. § 2709 - ACTION FOR THE PRICE

Paragraphs 1 through 24 are incorporated by reference as though the same were set forth at length herein.

25. Defendant Reliable Construction is a buyer as defined by 13 Pa.C.S. § 2103 - Definitions and index of definitions.

26. Plaintiff YBC, Inc. is a seller as defined by 13 Pa.C.S. § 2103 - Definitions and index of definitions.

27. Defendant Reliable Construction has failed to pay the price of the goods as the price has become due.

28. The goods provided by YBC, Inc. were accepted by Defendant Reliable Construction.

29. Pursuant to 13 Pa.C.S. § 2709(a)(1) the seller, Plaintiff YBC, Inc. may recover the price of the goods accepted by Defendant Reliable Construction together with any incidental damages under 13 Pa.C.S. § 2710.

WHEREFORE, Plaintiffs respectfully request this Honorable Court to enter judgment in their favor and against Defendant in the amount of \$112,819.36 plus incidental damages.

COUNT V
COLLECTION FEES AND ATTORNEYS FEES

Paragraphs 1 through 29 are incorporated by reference as though the same were set forth at length herein.

30. Plaintiff has had to hire legal counsel to assist him in the prosecution of this action and is paying said counsel at a rate of \$125.00 per hour.

31. Section 6 of the Agreement states: "If the said account is not paid when due, the undersigned, individually, and in their representative capacity, do hereby authorize... fifteen percent for attorneys and/or collection fees.

WHEREFORE, Plaintiff respectfully requests this Honorable Court to enter judgment in its favor and against the Defendant in the amount of \$16,922.904 for attorney and collection fees.

Respectfully submitted,



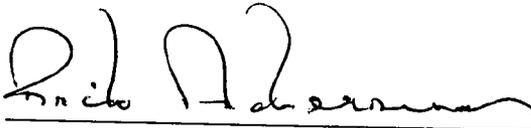
David R. Thompson, Esquire

Attorney for Plaintiff

VERIFICATION

I certify that the facts set forth in the foregoing **COMPLAINT** are true and correct to the best of my knowledge, information and belief. This verification is made subject to the penalties of 18 Pa. C. S. § 4904, relating to unsworn falsification to authorities.

Dated: 12 / 12 / 08


Rick Ackerman

Type of Work Performed Please check the appropriate box

<input checked="" type="checkbox"/> General Contractor	<input type="checkbox"/> Contract House Builder	<input type="checkbox"/> Spec. House Builder	<input type="checkbox"/> Framing Contractor	<input type="checkbox"/> Commercial/Industrial
<input checked="" type="checkbox"/> Remodeling Contractor	<input type="checkbox"/> Sub Contractor (type)	<input type="checkbox"/> Building Own Home	<input type="checkbox"/> Other	

Your Building Centers, Inc. reserves the right to modify this agreement concerning the date payments are due, the amount of service charge imposed, and the amount of discount allowed, after notified by regular mail

Section 1: Individuals and Sole Proprietorships

DUI189

Business Information

Business Name <i>Reliable Construction</i>	Street Address <i>119 1/2 South Brady St</i>	City <i>DuBois</i>	State <i>Pa</i>	Zip <i>15807</i>
Phone No. <i>814-571-7010</i>	Type of Business <i>2</i>			

Application Information

Name <i>Joseph W Andrus</i>	Street Address <i>153 TC</i>	City <i>DuBois</i>	State <i>Pa</i>	Zip <i>15807</i>
Phone No. <i>814-571-1802</i>	Soc. Sec. No. <i>108-65-9183</i>	Date of Birth <i>5/19/73</i>		
Employer <i>Reliable Construction</i>	Employer's Address <i>119 1/2 S Brady St</i>	Position Held <i>C.E.O.</i>	Yrs Employed <i>2</i>	Annual Income <i>160,400</i>

Spouse Information

Name <i>N/A</i>	Soc. Sec. No.	Date of Birth		
Employer	Employer's Address	Position Held	Yrs Employed	Annual Income

Other Information

House Status (Check One) <input checked="" type="checkbox"/> Own <input type="checkbox"/> Rent <input type="checkbox"/> Board	Are there any unsatisfied judgements against you? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If Yes, Amount?
Type of Housing (Check One) <input checked="" type="checkbox"/> House <input type="checkbox"/> Mobile Home <input type="checkbox"/> Apt	Have you ever declared bankruptcy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If Yes, when?

Section 2: Partnerships

Business Information

Partnership Name	Street Address	City	State	Zip
Fed. Employer ID. No.	Partnership Type	Phone No.	Type of Business	
Have you ever declared bankruptcy?	Are there any unsatisfied judgements against you?	Name of Bonding Company	D & B No.	D & B Rating

Partner Information (Complete for Each Partner)

Partner Name	Street Address	City	State	Zip
Phone No.	Soc. Sec. No.	Date of Birth		
Spouse Name	Soc. Sec. No.	Date of Birth		
Housing Status (Check One) <input type="checkbox"/> Own <input type="checkbox"/> Rent <input type="checkbox"/> Board	Are there any unsatisfied judgements against you? <input type="checkbox"/> Yes <input type="checkbox"/> No	If Yes, Amount?		

Partner Name	Street Address	City	State	Zip
Phone No.	Soc. Sec. No.	Date of Birth		
Spouse Name	Soc. Sec. No.	Date of Birth		
Housing Status (Check One) Own Rent Board	Are there any unsatisfied judgements against you? Yes No		If yes, Amount?	

Partner Name	Street Address	City	State	Zip
Phone No.	Soc. Sec. No.	Date of Birth		
Spouse Name	Soc. Sec. No.	Date of Birth		
Housing Status (Check One) Own Rent Board	Are there any unsatisfied judgements against you? Yes No		If yes, Amount?	

Partner Name	Street Address	City	State	Zip
Phone No.	Soc. Sec. No.	Date of Birth		
Spouse Name	Soc. Sec. No.	Date of Birth		
Housing Status (Check One) Own Rent Board	Are there any unsatisfied judgements against you? Yes No		If yes, Amount?	

Section 3: Corporations

Business Information

Name of Corporation	Street Address	City	State	Zip
Fed. Employer ID No.	Phone No.	Name of Bonding Company	Date of Inc.	State of Inc.
Have you ever declared bankruptcy?	Fax No.	Address of Bonding Company	D&B No.	D&B Rating
Are there any unsatisfied judgements against you?		If yes, Amount?		

Officer Information (Complete for each Officer)

Name of Officer	Street Address	City	State	Zip
Title of Officer	Soc. Sec. No.	Phone No.		

Name of Officer	Street Address	City	State	Zip
Title of Officer	Soc. Sec. No.	Phone No.		

Name of Officer	Street Address	City	State	Zip
Title of Officer	Soc. Sec. No.	Phone No.		

Section 4: References *All applicants must fully complete this sec.*

Principal Checking Account Information

Name of Bank	Street Address	City	State	Zip
County National Bank	Washington St	St. Marys	Pa	15857
Contact Person	Phone No.	Account No.		
Debbie Young	814-834-1600	2102077		

Principal Lender Information

Name of Lender	Street Address	City	State	Zip
Contact Person	Phone No.	Total amount of loan	Loan date	Loan limit

Business Credit Reference Information

Name of Business	Street Address	City	State	Zip
Louisa	100 Commons Ave	DuBois	Pa	15801
Contact Person	Phone No.	Credit Limit		
Crica	814-372-8640	18,000		

Name of Business	Street Address	City	State	Zip
Barr Wholesale	RD2	DuBois	Pa	15801
Contact Person	Phone No.	Credit Limit		
Bill	814-583-5253			

Name of Business	Street Address	City	State	Zip
Stary Electric	DuBois/Brockway Rd	DuBois	Pa	15801
Contact Person	Phone No.	Credit Limit		
Steve Stary	814-375-0247			

Name of Business	Street Address	City	State	Zip
YBC		DuBois	Pa	15801
Contact Person	Phone No.	Credit Limit		
Tony	371-2880			

Section 5: Request *All applicants must fully complete this section.*

What is the estimated cost of the project?	How much credit are you requesting?	Are you tax exempt?
	10,000	(If yes, attach a completed tax exemption certificate)
Do you plan to obtain bank financing?	If yes, Name of Bank	Name of Loan Officer
Are purchase orders required to charge?	Which YBC store will you be purchasing from?	
Yes	DuBois Pa	

EXHIBIT "B"

Section 6: Acknowledgement of Credit Account Agreement

All applicants must fully complete this section.

THE undersigned parties who are engaged in business under the trade name of Reliable Construction hereby contract with YBC to furnish materials and building supplies to them. In order to better assure delivery of said materials and supplies and to further secure credit thereafter, the undersigned, both in their individual capacity and in their representative capacity, set forth below, do agree that, in the event payment is not otherwise made for said materials and supplies, that they will make payment therefore when it is billed to them, in the amount of the balance due. If the said account is not paid when due, the undersigned individually, and in their representative capacity, do hereby authorize the Prothonotary or any attorney of any court or record of the United States to appear therein against them for the amount then due with interest on the unpaid balance at the rate of twenty-four (24%) percent per annum together with costs of suit, release of errors, and with fifteen percent for attorneys and/or collection fees, hereby waiving all right of stay execution, inquisition an appeal and the benefit of any and all laws now or hereafter to be passed, exempting real or personal property from levy and also waiving the benefit of the present or any further insolvent laws of any state of the United States and of the present or any further bankruptcy law of the United States.

Do NOT sign below before you have read the Credit Account Agreement above. You acknowledge that you have kept a copy of the credit account agreement form #CA-100 and you agree to be bound by its terms and conditions, which are hereby incorporated by reference and made part of this application.

Witness the signature of the parties hereto, the 8th day of Oct, 2003.

**Individual & Spouse Signatures
Spouse of Corporate Officers**

Joseph M. Andrew (seal) _____ (seal)

(seal) _____ (seal)

Partner & Spouse Signatures & Titles

By: Title _____ (seal)

By: Title _____ (seal)

Corporate Officer Signatures & Titles

By: Title _____ (seal)

By: Title _____ (seal)

By: Title _____ (seal)

By: Title _____ (seal)

Section 7: Authorization to Obtain Credit Information
All applicants must fully complete this section.

Authorization is given to Your Building Centers Inc. to obtain or exchange any information it may require relative to this application from any source, including our financial institutions and trade suppliers, and I/we authorize each source to provide Your Building Centers Inc. with such information.

We further authorize that a photocopy or facsimile of this authorization be considered as valid as a original.

	Signature	10/8/03	Date
	Signature		Date
	Signature		Date
	Signature		Date

Do NOT write below this line.

For Office use only.

Approved By	Date Approved	Account Number	Type	Credit Limit
		DU1189		
			Code	Date
			Code	Date



Corporate Office
 2607 Boale Ave.
 PO Box 1230
 Altoona, Pa 16803

Section 6: Acknowledgement of Credit Account Agreement

All applicants must fully complete this section.

THE undersigned parties who are engaged in business under the trade name of _____ hereby contract with YBC to furnish materials and building supplies to them. In order to better assure delivery of said materials and supplies and to further secure credit thereafter, the undersigned, both in their individual capacity and in their representative capacity, set forth below, do agree that, in the event payment is not otherwise made for said materials and supplies, that they will make payment therefore when it is billed to them, in the amount of the balance due. If the said account is not paid when due, the undersigned individually, and in their representative capacity, do hereby authorize the Prothonotary or any attorney of any court or record of the United States to appear therein against them for the amount then due with interest on the unpaid balance at the rate of twenty-four (24%) percent per annum together with costs of suit, release of errors, and with fifteen percent for attorneys and/or collection fees, hereby waiving all right of stay execution, inquisition an appeal and the benefit of any and all laws now or hereafter to be passed, exempting real or personal property from levy and also waiving the benefit of the present or any further insolvent laws of any state of the United States and of the present or any further bankruptcy law of the United States.

Do NOT sign below before you have read the Credit Account Agreement above. You acknowledge that you have kept a copy of the credit account agreement form #CA-100 and you agree to be bound by its terms and conditions, which are hereby incorporated by reference and made part of this application.

Witness the signature of the parties hereto, the _____ day of _____, _____.

Individual & Spouse Signatures Spouse of Corporate Officers

[Signature] (seal) _____ (seal)
[Signature] (seal) _____ (seal)

Partner & Spouse Signatures & Titles

x *[Signature]*
By: Title _____ (seal)
By: Title _____ (seal)

Corporate Officer Signatures & Titles

By: Title _____ (seal)

By: Title _____ (seal)

By: Title _____ (seal)

By: Title _____ (seal)

Section 7: Authorization to Obtain Credit Information
All applicants must fully complete this section.

Authorization is given to Your Building Centers Inc. to obtain or exchange any information it may require relative to this application from any source, including our financial institutions and trade suppliers, and I/we authorize each source to provide Your Building Centers Inc. with such information.

We further authorize that a photocopy or facsimile of this authorization be considered as valid as a original.

Joseph E. Andrew _____ 7/28/08
 Signature Date

Kemberly Andrew _____ 7-28-08
 Signature Date

 Signature Date

 Signature Date

Do NOT write below this line.

For Office use only.

Approved By	Date Approved	Account Number	Type	NY Credit Limit
			Code	Date
			Code	Date



Corporate Office
 2807 Beale Ave.
 PO Box 1230
 Altoona, Pa 16803

A/R AGED TRIAL BALANCE JOURNAL EXHIBIT "C"

NOV 21, 2008 15:28:05 PAGE: 1
 PORT: 282 BASIS: INVOICE DATE

CUSTOMER
 ACCT # BC NAME

DUI189 01 RELIABLE CONSTRUCTION <=30 31-60 61-90 91-120 >=121 CREDITS TOTAL DUE DISCOUNT DISC DATE LAST PAYMENT

DATE	TYP	REFERENCE	DESCRIPTION	AMOUNT	ORIGINAL DISCOUNT	REMAINING AMOUNT	DISCOUNT	DISC DATE
08/04/08	CHG	0808258976702	ORD#D54677	1715.67		1715.67		
08/06/08	CHG	0808258969668	ORD#D59252	689.98		654.70		
08/06/08	CHG	080825897034	CHARGE	31.68		31.08		
08/06/08	CHG	080825897042	CHARGE	5.31		5.31		
08/07/08	CHG	080823815868	CHARGE	42.38		42.38		
08/07/08	CHG	080823815872	CHARGE	11.89		11.89		
08/07/08	CHG	0808258971100	ORD#D49370	5.91		5.91		
08/07/08	CHG	080823528417	CHARGE	452.54		452.54		
08/09/08	CHG	0808258971113	CHARGE	39.21		39.21		
08/11/08	CHG	080823528462	CHARGE	12.42		12.42		
08/11/08	CHG	080823528464	CHARGE	255.53		255.53		
08/11/08	CHG	080823528472	CHARGE	42.58		42.58		
08/11/08	CHG	080823528472	ORD#D60450	9.58		9.58		
08/11/08	CHG	080824676049	ORD#T60037	120.28		120.28		
08/11/08	CHG	080825897380	ORD#D60345	1333.76		1333.76		
08/11/08	CHG	080825897394	CHARGE	1183.71		1183.71		
08/11/08	CHG	080825897398	CHARGE	16.64		16.64		
08/11/08	CHG	080825897400	CHARGE	55.71		55.71		
08/11/08	CHG	080825897402	ORD#D60235	2.37		2.37		
08/11/08	CHG	080825897436	ORD#D60412	70.72		70.72		
08/11/08	CHG	080825897437	CHARGE	2751.08		2751.08		
08/11/08	CHG	080825897439	CHARGE	10.59		10.59		
08/11/08	CHG	080825897444	CHARGE	28.59		28.59		
08/11/08	CHG	080825897445	CHARGE	13.90		13.90		
08/12/08	CHG	080825897528	CHARGE	54.82		54.82		
08/12/08	CHG	080825897530	CHARGE	6.11		6.11		
08/13/08	CHG	080825897552	CHARGE	285.24		285.24		
08/13/08	CHG	080823734149	ORD#T61508	209.82		209.82		
08/13/08	CHG	080824676367	ORD#T60037	265.36		265.36		
08/14/08	CHG	080824676368	ORD#D61594	528.74		528.74		
08/14/08	CHG	080823528721	ORD#D61207	55.26		55.26		
08/14/08	CHG	080823528755	CHARGE	293.28		293.28		
08/14/08	CHG	080825897757	CHARGE	2071.78		2071.78		
08/14/08	CHG	080825897758	ORD#D61826	43.09		43.09		
08/14/08	CHG	080825897767	CHARGE	18.68		18.68		
08/14/08	CHG	080825897768	CHARGE	64.97		64.97		
08/14/08	CHG	080825897768	ORD#D53885	205.13		205.13		
08/15/08	CHG	080825897779	CHARGE	943.40		943.40		
08/15/08	CHG	080825897879	ORD#D56754	10.74		10.74		
08/15/08	CHG	080825897895	CHARGE	840.27		840.27		
08/15/08	CHG	080825897932	ORD#D62452	50.33		50.33		
08/15/08	CHG	080825897932	ORD#D62452	261.39		261.39		

A/R AGED TRIAL BALANCE JOURNAL
 CONSOLIDATED

SWAN: 9052

NOV 21, 2008 15:28:05

PAGE: 2

PORT: 282 BASIS: INVOICE DATE

DU1189 01 RELIABLE CONSTRUCTION (CONT'D)

DATE	TYP	REFERENCE	DESCRIPTION	AMOUNT	ORIGINAL DISCOUNT	AMOUNT	REMAINING DISCOUNT	DISC DATE	LAST PAYMENT
08/18/08	CHG	080825898053	ORD#D50871	36.05		36.05			
08/19/08	CHG	080825898114	CHARGE	295.23		295.23			
08/19/08	CHG	080823529029	ORD#D59018	2308.79		2308.79			
08/19/08	CHG	080823529031	ORD#D58127	461.07		461.07			
08/20/08	CHG	080823529032	ORD#D63027	472.73		472.73			
08/20/08	CHG	080823529160	ORD#D62509	319.06		319.06			
08/20/08	CHG	080824677194	CHARGE	54.86		54.86			
08/20/08	CHG	080825898323	ORD#D60634	186.33		186.33			
08/20/08	CHG	080825898347	ORD#D63456	93.69		93.69			
08/21/08	CHG	080825898350	CHARGE	67.54		67.54			
08/21/08	CHG	080825898485	CHARGE	17.71		17.71			
08/21/08	CHG	080825898518	CHARGE	42.26		42.26			
08/21/08	CHG	080825898552	CHARGE	31.47		31.47			
08/21/08	CHG	080825898561	CHARGE	12.75		12.75			
08/25/08	CHG	080823529509	ORD#D64206	30.13		30.13			
08/25/08	CHG	080823529510	ORD#D63492	1875.27		1875.27			
08/25/08	CHG	080824677668	ORD#D60917	3653.23		3653.23			
08/25/08	CHG	080824677678	CHARGE	47.06		47.06			
08/25/08	CHG	080825898727	CHARGE	5.32		5.32			
08/25/08	CHG	080825898761	CHARGE	25.74		25.74			
08/26/08	CHG	080825898868	CHARGE	423.61		423.61			
08/26/08	CHG	080825898879	CHARGE	58.59		58.59			
08/28/08	DKB	080828DEB001	TV COMMERCIAL PROD CHRG	18.69		18.69			
08/30/08	CHG	080824678396	CHARGE	150.00		150.00			
09/02/08	CHG	080924678569	ORD#D66455	7.03		7.03			
09/03/08	CHG	080923530135	ORD#D37576	1134.30		1134.30			
09/04/08	CHG	080924678801	ORD#D66455	11936.00		11936.00			
09/04/08	CHG	080923530241	ORD#D67094	220.77		220.77			
09/04/08	CHG	080923530243	ORD#D66928	1907.05		1907.05			
09/04/08	CHG	080923530290	ORD#D59168	3187.39		3187.39			
09/04/08	CHG	080924678863	ORD#D61423	464.28		464.28			
09/05/08	CHG	080925899662	CHARGE	3402.50		3402.50			
09/05/08	CHG	080925899851	ORD#D68558	7.48		7.48			
09/05/08	CHG	080925899866	CHARGE	210.43		210.43			
09/08/08	CHG	080923736245	ORD#D68817	310.89		310.89			
09/09/08	CHG	080924679530	CHARGE	2614.56		2614.56			
09/10/08	CHG	080923530729	ORD#D65842	62.58		62.58			
09/10/08	CHG	080923530736	ORD#D65418	997.85		997.85			
09/11/08	CHG	080924679674	CHARGE	954.08		954.08			
09/11/08	CHG	080925800306	CHARGE	77.72		77.72			
09/11/08	CHG	080925800311	ORD#D68564	392.06		392.06			
09/11/08	CHG	080925800312	ORD#D69112	478.17		478.17			
09/11/08	CHG	080925800312	ORD#D69112	639.42		639.42			

A/R AGED TRIAL BALANCE JOURNAL
 CONSOLIDATED

SMAN: 9052

NOV 21, 2008 15:28:05

PAGE: 3

PORT: 282

BASIS: INVOICE DATE

DU1189 01 RELIABLE CONSTRUCTION (CONT'D)

DATE	TYP	REFERENCE	DESCRIPTION	AMOUNT	DISCOUNT	TOTAL DUE	DISCOUNT	DISC DATE	LAST PAYMENT
09/11/08	CHG	080925800377	CHARGE	67.52		67.52			
09/12/08	CHG	080923530877	ORD#D62694	4598.42		4598.42			
09/12/08	CHG	080923530895	ORD#D67080	579.41		579.41			
09/12/08	CHG	080923530947	CHARGE	3.61		3.61			
09/12/08	CHG	0809237316719	CHARGE	14.08		14.08			
09/12/08	CHG	080925800394	ORD#D61209	310.68		310.68			
09/12/08	CHG	080925800410	CHARGE	144.12		144.12			
09/12/08	CHG	080925800436	CHARGE	195.04		195.04			
09/15/08	CHG	080925800438	ORD#D70682	504.41		504.41			
09/16/08	CHG	080925800604	ORD#D63020	305.26		305.26			
09/16/08	CHG	080924680285	CHARGE	70.63		70.63			
09/16/08	CHG	080925800708	ORD#D71487	31.47		31.47			
09/16/08	CHG	080925800716	ORD#D47895	47.20		47.20			
09/17/08	CHG	080925800859	ORD#D71705	809.50		809.50			
09/17/08	CHG	080924680513	CHARGE	11.10		11.10			
09/18/08	CHG	080925800995	ORD#D67365	111.94		111.94			
09/18/08	CHG	080925801002	ORD#D67365	309.89		309.89			
09/18/08	CHG	080925801014	ORD#D72523	499.64		499.64			
09/22/08	CHG	080925801036	ORD#D67926	50.32		50.32			
09/23/08	CHG	080923531626	ORD#D72594	258.65		258.65			
09/23/08	CHG	080923531731	ORD#D72532	256.05		256.05			
09/23/08	CHG	080925801162	CHARGE	212.52		212.52			
09/23/08	CHG	080925801363	CHARGE	72.25		72.25			
09/24/08	CHG	080925801395	ORD#D55219	26.31		26.31			
09/24/08	CHG	080923819819	CHARGE	220.53		220.53			
09/24/08	CHG	080924681288	CHARGE	15.72		15.72			
09/24/08	CHG	080924681289	CHARGE	112.83		112.83			
09/24/08	CHG	080925801504	ORD#D73089	39.56		39.56			
09/25/08	CHG	080923531986	CHARGE	74.76		74.76			
09/25/08	CHG	080923532004	CHARGE	17.35		17.35			
09/25/08	CHG	080923532006	CHARGE	53.53		53.53			
09/25/08	CHG	080925801621	CHARGE	8.22		8.22			
09/26/08	CHG	080923532111	CHARGE	66.61		66.61			
09/26/08	CHG	080924681750	ORD#D67453	1.93		1.93			
09/26/08	CHG	080925801740	ORD#D74975	141.35		141.35			
09/26/08	CHG	080925801750	ORD#D75016	51.63		51.63			
09/26/08	CHG	080925801754	CHARGE	239.02		239.02			
09/29/08	CHG	080925801755	CHARGE	11.45		11.45			
09/29/08	CHG	080923532226	CHARGE	13.01		13.01			
09/29/08	CHG	080923532236	ORD#D75379	13.18		13.18			
09/29/08	CHG	080923532256	CHARGE	21.06		21.06			
09/29/08	CHG	080925801850	ORD#D75330	1.98		1.98			
09/29/08	CHG	080925801850	ORD#D75330	73.17		73.17			

<=30 31-60 61-90 91-120 >=121

CREDITS TOTAL DUE DISCOUNT

AMOUNT DISCOUNT

A/R AGED TRIAL BALANCE JOURNAL
 CONSOLIDATED

NOV 21, 2008 15:28:05 PAGE: 4
 PORT: 282 BASIS: INVOICE DATE

SMAN: 9052

<=30 31-60 61-90 91-120 >=121 CREDITS TOTAL DUE DISCOUNT PAYMENT

D01189 01 RELIABLE CONSTRUCTION (CONT'D)

DATE	TYP	REFERENCE	DESCRIPTION	AMOUNT	DISCOUNT	AMOUNT	DISCOUNT	OISC DATE
09/29/08	CHG	080925801871	CHARGE	21.15		21.15		
09/29/08	CHG	080925801873	ORD#D55219	185.62		185.62		
09/30/08	CHG	080923532326	ORD#D75804	89.12		89.12		
09/30/08	CHG	080923532327	ORD#D75814	28.33		28.33		
09/30/08	CHG	080924681994	CHARGE	131.77		131.77		
10/01/08	CHG	080925802088	CHARGE	11.13		11.13		
10/01/08	MEM	081024682153	DID NOT NEED	100.89		100.89		
10/02/08	CHG	081023532602	ORD#D59728	-19.01		-19.01		
10/02/08	CHG	081025802254	ORD#D73507	89.04		89.04		
10/03/08	CHG	081023532622	ORD#D76933	357.71		357.71		
10/03/08	CHG	081023532631	ORD#D76810	818.10		818.10		
10/03/08	CHG	081025802330	ORD#D75803	105.99		105.99		
10/04/08	CHG	081025802333	CHARGE	642.92		642.92		
10/04/08	MEM	081023532710	CHARGE	28.58		28.58		
10/06/08	CHG	081025802381	081025802373	-256.50		-256.50		
10/06/08	CHG	081025802509	ORD#D60539	115.09		115.09		
10/06/08	CHG	081025802510	ORD#D77854	376.88		376.88		
10/06/08	CHG	081025802511	ORD#D71611	47.70		47.70		
10/07/08	CHG	081097109655	CHARGE	3600.00		3600.00		
10/07/08	CHG	081023738743	ORD#T77997	168.87		168.87		
10/07/08	CHG	081025802620	CHARGE	52.42		52.42		
10/07/08	CHG	081025802621	CHARGE	109.39		109.39		
10/08/08	CHG	081025802652	ORD#D78381	71.14		71.14		
10/08/08	MEM	081023533006	CHARGE	242.10		242.10		
10/08/08	CHG	081023533050	BAR D12669	-264.22		-264.22		
10/08/08	CHG	081023820893	CHARGE	19.31		19.31		
10/09/08	CHG	081025802747	CHARGE	279.84		279.84		
10/09/08	CHG	081025802841	CHARGE	156.51		156.51		
10/10/08	CHG	081025802843	CHARGE	14.82		14.82		
10/10/08	CHG	081024683235	CHARGE	426.65		426.65		
10/13/08	CHG	081025803117	CHARGE	34.46		34.46		
10/13/08	CHG	081025803162	CHARGE	322.19		322.19		
10/13/08	MEM	081025803163	CHARGE	82.17		82.17		
10/14/08	CHG	081023533412	BAR D12727	50.41		50.41		
10/14/08	CHG	081023739366	CHARGE	-120.83		-120.83		
10/15/08	CHG	081025803279	CHARGE	19.76		19.76		
10/15/08	CHG	081024683767	ORD#D77212	172.84		172.84		
10/15/08	CHG	081024683769	ORD#D76684	201.26		201.26		
10/15/08	CHG	081024683770	CHARGE	243.27		243.27		
10/15/08	CHG	081024683776	ORD#D70519	125.42		125.42		
10/15/08	CHG	081024683776	ORD#D70519	279.56		279.56		

NAME RELIABLE CONSTRUCTION
 153 TREASURER LAKE
 DUBOIS PA
 ACCT D01189 PROJ N/A
 ALTRAM
 SALESMAN 1120
 PHONE # 814-371-7010
 ESTAB DATE 10/09/03
 BAL FWD
 DISCOUNT \$ ()
 FINANCE % 2.0
 YTD FINANCE 2062.90
 BILLING CYCLE 01
 COST CLASS R
 OVERIDE TYPE D
 TERMS CODE
 BALANCES:
 YTD HIGH 115685.91 CURRENT 119.25
 PREV MONTH 113169.40 30 DAY 47235.78
 STMT DISC .00 60 DAY 39695.56
 PMT/CRD APPLIED .00 90 DAY 25768.77
 \$ OVERDUE 30+ 4 60+ 8 90+ 0 120+ 0 .00
 FORMSXX ORDER BAL 1008.58

Finance Charge Accrues at 2% per
 Month. Accrued on the last day of
 the Month.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
NO: 08-2470-CD

YOUR BUILDING CENTERS INC.

vs
JOSEPH W. and KIMBERLY ANDRES, RELIABLE CONSTRUCTION, RELIABLE CONSTRUCTION BUILDING AND REMODELING SERVICES, LLC

SERVICE # 1 OF 3

COMPLAINT & PRAECIPE

SERVE BY: 03/13/2009 HEARING: PAGE: 105283

DEFENDANT: JOSEPH W. & KIMBERLY ANDRES
ADDRESS: 153 TREASURE LAKE
DUBOIS, PA 15801

2ND on (R) after Hastings

ALTERNATE ADDRESS POSS: SEC 8 LOT 213

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT OCCUPIED **FILED**
013: 2456m
MAR 12 2009

ATTEMPTS 3-2-09-2:46pm- N/A left NOTICE 3-3-09-N/A left NOTICE

William A. Shaw
Prothonotary/Clerk of Courts

SHERIFF'S RETURN

NOW, 03-10-09 AT 2:00 AM/PM **SERVED** THE WITHIN

COMPLAINT & PRAECIPE ON JOSEPH W. & KIMBERLY ANDRES, DEFENDANT

BY HANDING TO JOSEPH W. ANDRES, DEFENDANT

A TRUE AND ATTESTED COPY OF THE ORIGINAL DOCUMENT AND MADE KNOW TO HIM / HER THE CONTENTS THEREOF.

ADDRESS SERVED YBC, 24 Parkway Drive, Dubois, PA, 15801

NOW _____ AT _____ AM / PM **POSTED** THE WITHIN

COMPLAINT & PRAECIPE FOR JOSEPH W. & KIMBERLY ANDRES

AT (ADDRESS) _____

NOW _____ AT _____ AM / PM AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF **NOT FOUND** AS TO JOSEPH W. & KIMBERLY ANDRES

REASON UNABLE TO LOCATE _____

SWORN TO BEFORE ME THIS

_____ DAY OF _____ 2009

So Answers: CHESTER A. HAWKINS, SHERIFF

BY: *Jerome M. Nesting*
Deputy Signature

Jerome M. Nesting
Print Deputy Name

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
NO: 08-2470-CD

YOUR BUILDING CENTERS INC.

vs

SERVICE # 3 OF 3

JOSEPH W. and KIMBERLY ANDRES, RELIABLE CONSTRUCTION, RELIABLE CONSTRUCTION BUILDING AND REMODELING SERVICES, LLC

COMPLAINT & PRAECIPE

SERVE BY: 03/13/2009 HEARING: PAGE: 105283

DEFENDANT: RELIABLE CONSTRUCTION BUILDING AND REMODELING SERVICES, LLC

ADDRESS: 153 TREASURE LAKE
DUBOIS, PA 15801

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/PIC

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT OCCUPIED William A. Shaw
Prothonotary/Clerk of Courts

ATTEMPTS 3-2-09-N/H
3-3-09-N/H
left notice

SHERIFF'S RETURN

NOW, 03-10-09 AT 2:00 AM **PM** SERVED THE WITHIN

COMPLAINT & PRAECIPE ON RELIABLE CONSTRUCTION BUILDING AND REMODELING SERVICES, LLC, DEFENDANT

BY HANDING TO JOSEPH W. ANDRES, DEFENDANT

A TRUE AND ATTESTED COPY OF THE ORIGINAL DOCUMENT AND MADE KNOW TO HIM / HER THE CONTENTS THEREOF.

ADDRESS SERVED YBC, 241 PARKWAY DRIVE, DUBOIS, PA. 15801

NOW _____ AT _____ AM / PM **POSTED** THE WITHIN

COMPLAINT & PRAECIPE FOR RELIABLE CONSTRUCTION BUILDING AND REMODELING SERVICES, LLC

AT (ADDRESS) _____

NOW _____ AT _____ AM / PM AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF **NOT FOUND** AS TO RELIABLE CONSTRUCTION BUILDING AND REMODELING SERVICES, LLC

REASON UNABLE TO LOCATE _____

SWORN TO BEFORE ME THIS

_____ DAY OF _____ 2009

So Answers: CHESTER A. HAWKINS, SHERIFF

BY: Jerome M. Newlin
Deputy Signature

Jerome M. Newlin
Print Deputy Name

FILED
03:45 am
MAR 12 2009
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
NO: 08-2470-CD

YOUR BUILDING CENTERS INC.
vs

SERVICE # 2 OF 3

JOSEPH W. and KIMBERLY ANDRES, RELIABLE CONSTRUCTION, RELIABLE CONSTRUCTION BUILDING AND
REMODELING SERVICES, LLC

COMPLAINT & PRAECIPE

SERVE BY: 03/13/2009 HEARING: PAGE: 105283

DEFENDANT: RELIABLE CONSTRUCTION
ADDRESS: 153 TREASURE LAKE
DUBOIS, PA 15801

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/PIC

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT OCCUPIED

ATTEMPTS 3-2-09-N/H _____

3-3-09-N/H _____

left notice

SHERIFF'S RETURN

FILED
03:45 AM
MAR 12 2009
William A. Shaw
Prothonotary/Clerk of Courts

NOW, 03-10-09 AT 2:00 AM/PM SERVED THE WITHIN

COMPLAINT & PRAECIPE ON RELIABLE CONSTRUCTION, DEFENDANT

BY HANDING TO JOSEPH W. ANDRES, DEFENDANT

A TRUE AND ATTESTED COPY OF THE ORIGINAL DOCUMENT AND MADE KNOW TO HIM / HER THE CONTENTS THEREOF.

ADDRESS SERVED YBC. 24, PARKWAY DRIVE, DUBOIS, PA 15801

NOW _____ AT _____ AM / PM POSTED THE WITHIN

COMPLAINT & PRAECIPE FOR RELIABLE CONSTRUCTION

AT (ADDRESS) _____

NOW _____ AT _____ AM / PM AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF NOT FOUND AS TO RELIABLE CONSTRUCTION

REASON UNABLE TO LOCATE _____

SWORN TO BEFORE ME THIS

_____ DAY OF _____ 2009

So Answers: CHESTER A. HAWKINS, SHERIFF

BY: Jerome M. Nevins
Deputy Signature

Jerome M. Nevins
Print Deputy Name

FILED

MAR 12 2009

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 105103
NO: 08-2470-CD
SERVICES 3

COMPLAINT

PLAINTIFF: YOUR BUILDING CENTERS INC

vs.

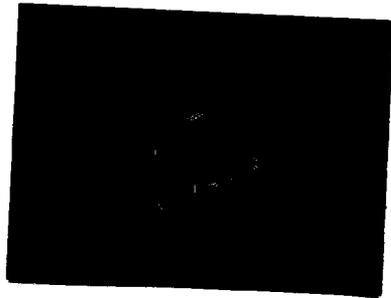
DEFENDANT: JOSEPH W. and KIMBERLY ANDRES, RELIABLE CONSTRUCTION, RELIABLE CONSTRUCTION BUILDING & REMODELING SERVICES, LLC

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	THOMPSON	13900	30.00
SHERIFF HAWKINS	THOMPSON	13900	45.32
SHERIFF HAWKINS	THOMPSON	13930	

9
FILED
9/3:40 AM
MAR 26 2009
William A. Shaw
Prothonotary/Clerk of Courts



Sworn to Before Me This

_____ Day of _____ 2009

So Answers,

Chester A. Hawkins
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 105283
NO: 08-2470-CD
SERVICES 3
COMPLAINT & PRAECIPE

PLAINTIFF: YOUR BUILDING CENTERS INC.

vs.

DEFENDANT: JOSEPH W. and KIMBERLY ANDRES, RELIABLE CONSTRUCTION, RELIABLE CONSTRUCTION BUILDING AND REMODELING SERVICES, LLC

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	THOMPSON	13995	30.00
SHERIFF HAWKINS	THOMPSON	13995	70.00

2nd
Service

5
FILED
03:40 PM
MAR 26 2009
William A. Shaw
Prothonotary/Clerk of Courts

Sworn to Before Me This

_____ Day of _____ 2009

So Answers,



Chester A. Hawkins
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

YOUR BUILDING CENTERS, INC.,
husband and wife,

Plaintiff

vs.

JOSEPH W. AND KIMBERLY ANDRES,
a husband and wife,

RELIABLE CONSTRUCTION

RELIABLE CONSTRUCTION BUILDING
AND REMODELING SERVICES, LLC,

Defendant

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No. 08-2470-CD

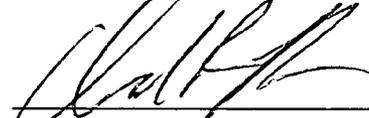
PRAECIPE TO REINSTATE

TO THE PROTHONOTARY:

Kindly reinstate the attached Complaint in the above-captioned matter.

DATE: 2-3-09

Respectfully submitted,



David R. Thompson, Esquire
Attorney for Plaintiff

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

YOUR BUILDING CENTERS INC,

Plaintiff

vs

JOSEPH W. AND KIMBERLY ANDRES,
a husband and wife

RELIABLE CONSTRUCTION,

RELIABLE CONSTRUCTION BUILDING
AND REMODELING SERVICES, LLC.,

Defendant

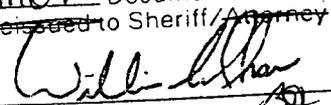
No. 08-2470 CD

TYPE OF CASE
Civil Division

TYPE OF PLEADING:
Complaint

FILED ON BEHALF OF:
Plaintiff

COUNSEL OF RECORD FOR
THIS PARTY:
David R. Thompson, Esq.
Attorney at Law
Supreme Court I.D. 73053
P.O. Box 587
308 Walton Street, Suite 4
Philipsburg PA 16866
(814) 342-4100

2/11/09 Document
Reinstated/Reissued to Sheriff/Agency
for service.

Deputy Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA

CIVIL ACTION - LAW

YOUR BUILDING CENTERS INC.,	*	
	*	
Plaintiff	*	No. 08 -
	*	
vs.	*	
	*	
JOSEPH W. AND KIMBERLY ANDRES,	*	
a husband and wife	*	
	*	
RELIABLE CONSTRUCTION,	*	
	*	
RELIABLE CONSTRUCTION BUILDING	*	
AND REMODELING SERVICES, LLC.,	*	
	*	
	*	
Defendant	*	

COMPLAINT

AND NOW, comes the Plaintiff by and through its attorney, **DAVID R. THOMPSON**, Esquire, and files the following Complaint against the Defendant, and in support thereof avers as follows:

1. Plaintiff Your Building Centers Inc. is a Pennsylvania corporation with its principal place of business at P.O. Box 1230, Altoona, Pennsylvania, 16603.
2. Defendants Joseph W. And Kimberly Andres, a husband and wife, reside at 153 Treasure Lake, Dubois, Pennsylvania, 15801.
3. Defendant Reliable Construction is a Pennsylvania corporation with its principal place of business at 153 Treasure Lake, Dubois, Pennsylvania, 15801. By way of further pleading it

is believed that Defendant Reliable Construction is wholly owned by Defendant Reliable Construction, Building and Remodeling Services, LLC.

4. Defendant Reliable Construction, Building and Remodeling Services, LLC. is a Pennsylvania corporation with its principal place of business at 153 Treasure Lake, Dubois, Pennsylvania, 15801. By way of further pleading it is believed that Joseph W. and Kimberly Andres are the sole shareholders of Defendant Reliable Construction, Building and Remodeling Services, LLC.

5. On October 8, 2003 Defendant Joseph W. Andres completed and signed a credit account agreement for YBC, Inc. (hereinafter: Agreement). A true and correct copy of said agreement is attached hereto as exhibit "A".

6. Said agreement stipulates that "The undersigned parties who are engaged in business under the trade name of Reliable Construction..." Agreement, section 6.

7. A second credit account agreement for YBC, Inc. was executed by Defendants Joseph W. Andres and Kimberly Andres on July 28, 2004. True and correct copies of the signature pages from the second credit account agreement are attached hereto collectively as exhibit "B".

8. Following a successful credit check, and the completion of the Agreement, Defendants Joseph and Kimberly Andres d/b/a Reliable Construction were given a line of credit at YBC, Inc.

9. Since July 28, 2004 there have been numerous charges to the YBC credit account of Reliable Construction. A true and correct copy of the account activity since August, 4, 2008 is attached hereto collectively as exhibit "C".

10. Defendant Reliable Construction currently has an outstanding balance on its line of credit at YBC, Inc. of \$112,819.36, finance charges of \$1,164.82, and a credit on the account of 695.53. By way of further pleading this provides a total owed to Plaintiff YBC, Inc. of \$113,288.65. A true and correct copy of the total sheet from the YBC, Inc. ledger is attached hereto as exhibit "D".

COUNT I
BREACH OF CONTRACT

Paragraphs 1 through 10 are incorporated by reference as though the same were set forth at length herein.

11. Plaintiff YBC, Inc. and Defendants Joseph and Kimberly Andres entered into a valid contract on either October 8, 2003 or July 28, 2004.

12. Section 6 of the Agreement states: "In order to better assure delivery of said materials and supplies and to further secure credit thereafter, the undersigned, both in their individual capacity and in their representative capacity, set forth below, do agree that, in the event payment is not otherwise made for said materials and supplies, that they will make payment therefore when it is billed to them, in the amount of the balance due."

13. Section 6 of the Agreement bears the signatures of both Joseph W. Andres and Kimberly Andres. By way of further pleading Section 6 of the Agreement also provides the terms of the Agreement, Sections 1 through 5 are application questions for the said line of credit.

14. YBC, Inc. has sent multiple invoices to Defendants Joseph and Kimberly Andres regarding their unpaid balance.

15. To date, Defendants Joseph and Kimberly Andres continue to have an outstanding balance on their line of credit with YBC, Inc. for which payment is overdue.

16. Section 6 of the Agreement states: "If the said account is not paid when due, the undersigned individually, and in their representative capacity, do hereby authorize the Prothonotary or any attorney of any court of record of the United States to appear therein against them for the amount then due with interest on the unpaid balance at the rate of twenty-four (24%) percent per annum together with costs of suit..."

WHEREFORE, Plaintiff respectfully requests this Honorable Court to enter judgment in their favor and against Defendants, jointly and severally, in the amount of \$113,288.65, plus costs of suit and interest in the amount of 24% per annum.

COUNT II

QUANTUM MERUIT

Paragraphs 1 through 17 are incorporated by reference as though the same were set forth at length herein.

18. Plaintiffs have provided goods to the Defendants with a value of \$112,819.36.

19. Defendants have sold or used said goods in the continuation of their business Reliable Construction.

20. To date Defendants have not paid for said goods.

21. If Defendants retain the goods provided by Plaintiff, they will be unjustly enriched.

WHEREFORE, Plaintiffs respectfully request this Honorable Court to enter judgment in their favor and against Defendant in the amount of \$112,819.36 plus costs of suit and interest.

COUNT III

CONVERSION

Paragraphs 1 through 21 are incorporated by reference as though the same were set forth at length herein.

22. YBC, Inc. is the rightful owner of monies in the amount of \$47,500.00.

23. Defendants obtained possession of the goods through the use of a charge account which was paid with a \$32,500.00 check which was returned for insufficient funds, and a \$15,000.00 check upon which payment was stopped.

24. But for the fraudulent and intentional acts of Defendants, Plaintiff would be in possession of \$47,500.00 of which it is the rightful owner.

WHEREFORE, Plaintiffs respectfully request this Honorable Court to enter judgment in their favor and against Defendant in the amount of \$47,500.00 plus costs of suit and interest.

COUNT IV

UCC

BREACH OF CONTRACT - 13 Pa.C.S. § 2709 - ACTION FOR THE PRICE

Paragraphs 1 through 24 are incorporated by reference as though the same were set forth at length herein.

25. Defendant Reliable Construction is a buyer as defined by 13 Pa.C.S. § 2103 - Definitions and index of definitions.

26. Plaintiff YBC, Inc. is a seller as defined by 13 Pa.C.S. § 2103 - Definitions and index of definitions.

27. Defendant Reliable Construction has failed to pay the price of the goods as the price has become due.

28. The goods provided by YBC, Inc. were accepted by Defendant Reliable Construction.

29. Pursuant to 13 Pa.C.S. § 2709(a)(1) the seller, Plaintiff YBC, Inc. may recover the price of the goods accepted by Defendant Reliable Construction together with any incidental damages under 13 Pa.C.S. § 2710.

WHEREFORE, Plaintiffs respectfully request this Honorable Court to enter judgment in their favor and against Defendant in the amount of \$112,819.36 plus incidental damages.

COUNT V

COLLECTION FEES AND ATTORNEYS FEES

Paragraphs 1 through 29 are incorporated by reference as though the same were set forth at length herein.

30. Plaintiff has had to hire legal counsel to assist him in the prosecution of this action and is paying said counsel at a rate of \$125.00 per hour.

31. Section 6 of the Agreement states: "If the said account is not paid when due, the undersigned, individually, and in their representative capacity, do hereby authorize... fifteen percent for attorneys and/or collection fees.

WHEREFORE, Plaintiff respectfully requests this Honorable Court to enter judgment in its favor and against the Defendant in the amount of \$16,922.904 for attorney and collection fees.

Respectfully submitted,



David R. Thompson, Esquire

Attorney for Plaintiff

VERIFICATION

I certify that the facts set forth in the foregoing **COMPLAINT** are true and correct to the best of my knowledge, information and belief. This verification is made subject to the penalties of 18 Pa. C. S. § 4904, relating to unsworn falsification to authorities.

Dated: 12/12/08


Rick Ackerman

EXHIBIT "A"

Type of Work Performed. Please check the appropriate box

<input checked="" type="checkbox"/> General Contractor	<input type="checkbox"/> Commercial House Builder	<input type="checkbox"/> Spec. House Builder	<input type="checkbox"/> Framing Contractor	<input type="checkbox"/> Commercial/Indus.
<input checked="" type="checkbox"/> Remodeling Contractor	<input type="checkbox"/> Sub Contractor (type):		<input type="checkbox"/> Building Own Home	<input type="checkbox"/> Other

Your Building Centers, Inc. reserves the right to modify this agreement concerning the date payments are due, the amount of service charge imposed, and the amount of discount allowed, after notified by regular mail

Section 1: Individuals and Sole Proprietorships

DUI1589

Business Information

Business Name <i>Reliable Construction</i>	Street Address <i>119 1/2 South Brady St</i>	City <i>Dubuque</i>	State <i>Ia</i>	Zip <i>52007</i>
Phone No. <i>814-571-7010</i>	Yr. in Business <i>2</i>			

Application Information

Name <i>Joseph W Andrus</i>	Street Address <i>153 TC</i>	City <i>Dubuque</i>	State <i>Ia</i>	Zip <i>52007</i>
Phone No. <i>814-571-1802</i>	Soc. Sec. No. <i>108-68-9183</i>	Date of Birth <i>5/17/73</i>		
Employer <i>Reliable Construction</i>	Employer's Address <i>119 1/2 S Brady St</i>	Position Held <i>C.E.O.</i>	Yrs. Employed <i>2</i>	Annual Income <i>160,400</i>

Spouse Information

Name <i>N/A</i>	Soc. Sec. No.	Date of Birth		
Employer	Employer's Address	Position Held	Yrs. Employed	Annual Income

Other Information

Home Status (Check One) <input checked="" type="checkbox"/> Own <input type="checkbox"/> Rent <input type="checkbox"/> Board	Are there any unsatisfied judgements against you? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If yes, amount?
Type of Housing (Check One) <input checked="" type="checkbox"/> House <input type="checkbox"/> Mobile Home <input type="checkbox"/> Apt	Have you ever declared bankruptcy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If yes, when?

Section 2: Partnerships

Business Information

Partnership Name	Street Address	City	State	Zip
Fed. Employer ID. No.	Partnership Type	Phone No.	Yr. in Business	
Have you ever declared bankruptcy?	Are there any unsatisfied judgements against you?	Name of Bonding Company	D & B No.	D & B Rating

Partner Information (Complete for Each Partner)

Partner Name	Street Address	City	State	Zip
Phone No.	Soc. Sec. No.	Date of Birth		
Spouse Name	Soc. Sec. No.	Date of Birth		
Housing Status (Check One) <input type="checkbox"/> Own <input type="checkbox"/> Rent <input type="checkbox"/> Board	Are there any unsatisfied judgements against you? <input type="checkbox"/> Yes <input type="checkbox"/> No	If yes, Amount?		

Partner Name	Street Address	City	State	Zip
Phone No.	Soc. Sec. No.	Date of Birth		
Spouse Name	Soc. Sec. No.	Date of Birth		
Housing Status (Check One) Own _____ Rent _____ Board _____	Are there any unsatisfied judgements against you? Yes _____ No _____		If yes, Amount?	

Partner Name	Street Address	City	State	Zip
Phone No.	Soc. Sec. No.	Date of Birth		
Spouse Name	Soc. Sec. No.	Date of Birth		
Housing Status (Check One) Own _____ Rent _____ Board _____	Are there any unsatisfied judgements against you? Yes _____ No _____		If yes, Amount?	

Partner Name	Street Address	City	State	Zip
Phone No.	Soc. Sec. No.	Date of Birth		
Spouse Name	Soc. Sec. No.	Date of Birth		
Housing Status (Check One) Own _____ Rent _____ Board _____	Are there any unsatisfied judgements against you? Yes _____ No _____		If yes, Amount?	

Section 3: Corporations

Business Information

Name of Corporation	Street Address	City	State	Zip
Fed. Employer ID No.	Phone No.	Name of Bonding Company	Date of In.	State of In.
Have you ever declared bankruptcy?	Fax No.	Address of Bonding Company	D&B No.	D&B Rating
Are there any unsatisfied judgements against you? Yes _____ No _____		If yes, Amount?		

Officer Information (Complete for each Officer)

Name of Officer	Street Address	City	State	Zip
Title of Officer	Soc. Sec. No.	Phone No.		

Name of Officer	Street Address	City	State	Zip
Title of Officer	Soc. Sec. No.	Phone No.		

Name of Officer	Street Address	City	State	Zip
Title of Officer	Soc. Sec. No.	Phone No.		

Section 4: References *All applicants must fully complete this sec.*

Principal Checking Account Information

Name of Bank	Street Address	City	State	Zip
County National Bank	Washington St	St. Marys	Pa	15857
Contact Person	Phone No.	Account No.		
Debbie Young	814-834-1600	2102077		

Principal Lender Information

Name of Lender	Street Address	City	State	Zip
Contact Person	Phone No.	Amount of Loan	Term of Loan	Interest Rate

Business Credit Reference Information

Name of Business	Street Address	City	State	Zip
Home	100 Commerce Ave	DuBois	Pa	15801
Contact Person	Phone No.	Credit Limit		
Crica	814-372-8640	10,000		

Name of Business	Street Address	City	State	Zip
Bar Wholesale	RD 2	DuBois	Pa	15801
Contact Person	Phone No.	Credit Limit		
Bill	814-583-5253			

Name of Business	Street Address	City	State	Zip
Party Electric	DuBois/Brockway Rd	DuBois	Pa	15801
Contact Person	Phone No.	Credit Limit		
Steve Party	814-375-0247			

Name of Business	Street Address	City	State	Zip
YBC		DuBois	Pa	15801
Contact Person	Phone No.	Credit Limit		
Tony	371-2886			

Section 5: Request *All applicants must fully complete this section.*

What is the estimated cost of the project?	How much credit are you requesting?	Are you tax exempt?
	10,000	(If yes, attach a completed tax exemption certificate)
Do you plan to obtain bank financing?	If yes, Name of Bank	Name of Loan Officer
Are you a landlord or tenant?	Which VA Centers will you be purchasing from?	
Yes	DuBois Pa	

EXHIBIT "B"

Section 6: Acknowledgement of Credit Account Agreement

All applicants must fully complete this section.

THE undersigned parties who are engaged in business under the trade name of Reliable Contract hereby contract with YBC to furnish materials and building supplies to them. In order to better assure delivery of said materials and supplies and to further secure credit thereafter, the undersigned, both in their individual capacity and in their representative capacity, set forth below, do agree that, in the event payment is not otherwise made for said materials and supplies, that they will make payment therefore when it is billed to them, in the amount of the balance due. If the said account is not paid when due, the undersigned individually, and in their representative capacity, do hereby authorize the Prothonotary or any attorney of any court or record of the United States to appear therein against them for the amount then due with interest on the unpaid balance at the rate of twenty-four (24%) percent per annum together with costs of suit, release of errors, and with fifteen percent for attorneys and/or collection fees, hereby waiving all right of any execution, inquisition an appeal and the benefit of any and all laws now or hereafter to be passed, exempting real or personal property from levy and also waiving the benefit of the present or any further insolvent laws of any state of the United States and of the present or any further bankruptcy law of the United States.

Do NOT sign below before you have read the Credit Account Agreement above. You acknowledge that you have kept a copy of the credit account agreement form #CA-100 and you agree to be bound by its terms and conditions, which are hereby incorporated by reference and made part of this application.

Witness the signature of the parties hereto, the 8th day of Oct, 2003.

**Individual & Spouse Signatures
Spouse of Corporate Officers**

Joseph M. Sanders (seal) _____ (seal)

_____ (seal) _____ (seal)

Partner & Spouse Signatures & Titles

By: Title _____ (seal)

By: Title _____ (seal)

Corporate Officer Signatures & Titles

By: Title _____ (seal)

By: Title _____ (seal)

By: Title _____ (seal)

By: Title _____ (seal)

Section 7: Authorization to Obtain Credit Information

All applicants must fully complete this section.

Authorization is given to Your Building Centers Inc. to obtain or exchange any information it may require relative to this application from any source, including our financial institutions and trade suppliers, and I/we authorize each source to provide Your Building Centers Inc. with such information.

We further authorize that a photocopy or facsimile of this authorization be considered as valid as a original.

	Signature	10/8/03	Date
	Signature		Date
	Signature		Date
	Signature		Date

Do NOT write below this line.

For Office use only.

Approved By	Date Approved	Account Number	Type	Credit Limit
		1189		
			Code	Date
			Code	Date



An Employee Owned Company

Corporate Office
2607 Boale Ave.
PO Box 1230
Allcoons, Pa 18803

Section 6: Acknowledgement of Credit Account Agreement

All applicants must fully complete this section.

THE undersigned parties who are engaged in business under the trade name of _____ hereby contract with YBC to furnish materials and building supplies to them. In order to better assure delivery of said materials and supplies and to further secure credit thereafter, the undersigned, both in their individual capacity and in their representative capacity, set forth below, do agree that, in the event payment is not otherwise made for said materials and supplies, that they will make payment therefore when it is billed to them, in the amount of the balance due. If the said account is not paid when due, the undersigned individually, and in their representative capacity, do hereby authorize the Prothonotary or any attorney of any court or record of the United States to appear therein against them for the amount then due with interest on the unpaid balance at the rate of twenty-four (24%) percent per annum together with costs of suit, release of errors, and with fifteen percent for attorneys and/or collection fees, hereby waiving all right of stay execution, inquisition an appeal and the benefit of any and all laws now or hereafter to be passed, exempting real or personal property from levy and also waiving the benefit of the present or any further insolvent laws of any state of the United States and of the present or any further bankruptcy law of the United States.

Do NOT sign below before you have read the Credit Account Agreement above. You acknowledge that you have kept a copy of the credit account agreement form #CA-100 and you agree to be bound by its terms and conditions, which are hereby incorporated by reference and made part of this application.

Witness the signature of the parties hereto, the _____ day of _____.

Individual & Spouse Signatures Spouse of Corporate Officers

Joseph Al Andres (seal) _____ (seal)
Humverly Andres (seal) _____ (seal)

Partner & Spouse Signatures & Titles

x *Humberto* By: Title _____ (seal)

By: Title _____ (seal)

Corporate Officer Signatures & Titles

By: Title _____ (seal)

By: Title _____ (seal)

By: Title _____ (seal)

By: Title _____ (seal)

Section 7: Authorization to Obtain Credit Information
All applicants must fully complete this section.

Authorization is given to Your Building Centers Inc. to obtain or exchange any information it may require relative to this application from any source, including our financial institutions and trade suppliers, and I/we authorize each source to provide Your Building Centers Inc. with such information.

We further authorize that a photocopy or facsimile of this authorization be considered as valid as a original.

[Handwritten Signature] _____ *7/28/04*
 Signature Date

X *[Handwritten Signature]* _____ *7-28-04*
 Signature Date

 Signature Date

 Signature Date

Do NOT write below this line.

For Office use only.

Approved By	Date Approved	Account Number	Type	Credit Limit
			Code	Date
			Code	Date



Corporate Office
 2807 Beale Ave.
 PO Box 1230
 Altoona, Pa 16803

A/R AGED TRIAL BALANCE JOURNAL EXHIBIT "C"

NOV 21, 2008 15:28:05
 PORT: 282 BASIS: INVOICE DATE

SMAN: 9052
 91-120 >=121 CREDITS TOTAL DUE DISCOUNT LAST PAYMENT

10/15/08 15000.00

DATE	TYP	REFERENCE	DESCRIPTION	AMOUNT	ORIGINAL DISCOUNT	REMAINING AMOUNT	DISCOUNT	DISC DATE
08/04/08	CHG	080825896702	ORD#D54677	1715.67		1715.67		
08/06/08	CHG	080825896968	ORD#D59252	688.98		654.70		
08/06/08	CHG	080825897034	CHARGE	31.68		31.08		
08/06/08	CHG	080825897042	CHARGE	5.31		5.31		
08/07/08	CHG	080823815868	CHARGE	42.38		42.38		
08/07/08	CHG	080823815872	CHARGE	11.89		11.89		
08/07/08	CHG	080825897100	ORD#D49370	5.91		5.91		
08/07/08	CHG	080825897113	CHARGE	452.54		452.54		
08/09/08	CHG	080823528417	CHARGE	39.21		39.21		
08/11/08	CHG	080823528462	CHARGE	12.42		12.42		
08/11/08	CHG	080823528464	CHARGE	255.53		255.53		
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08/11/08	CHG	080825897380	ORD#T60037	120.28		120.28		
08/11/08	CHG	080825897394	ORD#D60345	1333.76		1333.76		
08/11/08	CHG	080825897398	CHARGE	1183.71		1183.71		
08/11/08	CHG	080825897400	CHARGE	16.64		16.64		
08/11/08	CHG	080825897402	CHARGE	55.71		55.71		
08/11/08	CHG	080825897436	ORD#D60235	2.37		2.37		
08/11/08	CHG	080825897437	ORD#D60412	70.72		70.72		
08/11/08	CHG	080825897439	CHARGE	2751.08		2751.08		
08/11/08	CHG	080825897444	CHARGE	10.59		10.59		
08/11/08	CHG	080825897445	CHARGE	28.59		28.59		
08/12/08	CHG	080825897475	CHARGE	13.90		13.90		
08/12/08	CHG	080825897528	CHARGE	54.82		54.82		
08/12/08	CHG	080825897530	CHARGE	6.11		6.11		
08/13/08	CHG	080825897552	ORD#D60346	285.24		285.24		
08/13/08	CHG	080823734149	CHARGE	209.82		209.82		
08/13/08	CHG	080824676367	ORD#T61508	265.36		265.36		
08/14/08	CHG	080824676368	ORD#T60037	528.74		528.74		
08/14/08	CHG	080823528721	ORD#D61594	55.26		55.26		
08/14/08	CHG	080823528755	ORD#D61207	293.28		293.28		
08/14/08	CHG	080825897757	CHARGE	2071.78		2071.78		
08/14/08	CHG	080825897758	CHARGE	43.09		43.09		
08/14/08	CHG	080825897767	ORD#D61826	18.68		18.68		
08/14/08	CHG	080825897768	CHARGE	64.97		64.97		
08/14/08	CHG	080825897768	ORD#D53885	205.13		205.13		
08/15/08	CHG	080825897779	CHARGE	943.40		943.40		
08/15/08	CHG	080825897879	ORD#D56754	10.74		10.74		
08/15/08	CHG	080825897895	CHARGE	840.27		840.27		
08/15/08	CHG	080825897932	ORD#D62452	50.33		50.33		
08/15/08	CHG	080825897932	CHARGE	261.39		261.39		

A/R AGED TRIAL BALANCE JOURNAL
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DU1189 01 RELIABLE CONSTRUCTION (CONF'D) <=30 31-60 61-90 91-120 >=121 CREDITS TOTAL DUE DISCOUNT PAYMENT

DATE	TYP	REFERENCE	DESCRIPTION	AMOUNT	ORIGINAL DISCOUNT	REMAINING AMOUNT	DISCOUNT	DISC DATE	LAST PAYMENT
08/18/08	CHG	080825898053	ORD#D50871	36.05		36.05			
08/18/08	CHG	080825898114	CHARGE	295.23		295.23			
08/19/08	CHG	080823529029	ORD#D59018	2308.79		2308.79			
08/19/08	CHG	080823529031	ORD#D58127	461.07		461.07			
08/20/08	CHG	080823529032	ORD#D63027	472.73		472.73			
08/20/08	CHG	080823529160	ORD#D62509	319.06		319.06			
08/20/08	CHG	080824677194	CHARGE	54.86		54.86			
08/20/08	CHG	080825898323	ORD#D60634	186.33		186.33			
08/20/08	CHG	080825898347	ORD#D63456	93.69		93.69			
08/21/08	CHG	080824677306	CHARGE	67.54		67.54			
08/21/08	CHG	080825898485	CHARGE	17.71		17.71			
08/21/08	CHG	080825898518	CHARGE	42.26		42.26			
08/21/08	CHG	080825898552	CHARGE	31.47		31.47			
08/25/08	CHG	080825898561	ORD#D64206	12.75		12.75			
08/25/08	CHG	080823529509	ORD#D63492	30.13		30.13			
08/25/08	CHG	080824677668	ORD#D60917	1875.27		1875.27			
08/25/08	CHG	080824677678	CHARGE	3653.23		3653.23			
08/25/08	CHG	080825898727	CHARGE	47.06		47.06			
08/25/08	CHG	080825898761	CHARGE	5.32		5.32			
08/26/08	CHG	080825898868	CHARGE	25.74		25.74			
08/26/08	CHG	080825898879	CHARGE	423.61		423.61			
08/28/08	DRB	080828DEB001	CHARGE	58.59		58.59			
08/30/08	CHG	080824678396	TV COMMERCIAL PROD CHRG	18.69		18.69			
09/02/08	CHG	080924678569	CHARGE	150.00		150.00			
09/03/08	CHG	080923530135	ORD#D66455	7.03		7.03			
09/03/08	CHG	080924678801	ORD#D37576	1134.30		1134.30			
09/04/08	CHG	080923530242	ORD#D66455	11936.00		11936.00			
09/04/08	CHG	080923530243	ORD#D67094	220.77		220.77			
09/04/08	CHG	080923530290	ORD#D66928	1907.05		1907.05			
09/04/08	CHG	080924678863	ORD#D59168	3187.39		3187.39			
09/05/08	CHG	080925898662	ORD#D61423	464.28		464.28			
09/05/08	CHG	080925898851	CHARGE	3402.50		3402.50			
09/08/08	CHG	080925898866	ORD#D68558	7.48		7.48			
09/09/08	CHG	080923736245	CHARGE	210.43		210.43			
09/10/08	CHG	080924679530	ORD#D68817	310.89		310.89			
09/10/08	CHG	080923530729	CHARGE	2614.56		2614.56			
09/10/08	CHG	080923530736	ORD#D65842	62.58		62.58			
09/11/08	CHG	080924679674	ORD#D65418	997.85		997.85			
09/11/08	CHG	080925800306	CHARGE	954.08		954.08			
09/11/08	CHG	080925800311	CHARGE	77.72		77.72			
09/11/08	CHG	080925800312	ORD#D68564	392.06		392.06			
09/11/08	CHG	080925800312	ORD#D69112	478.17		478.17			
				639.42		639.42			

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DU1189 01 RELIABLE CONSTRUCTION (CONT'D)

DATE	TYP	REFERENCE	DESCRIPTION	AMOUNT	ORIGINAL DISCOUNT	REMAINING AMOUNT	DISCOUNT	DISC DATE	LAST PAYMENT
09/11/08	CHG	080925800377	CHARGE	67.52		67.52			
09/12/08	CHG	080923330877	ORD#D62694	4598.42		4598.42			
09/12/08	CHG	080923330895	ORD#D67080	579.41		579.41			
09/12/08	CHG	080923330947	CHARGE	3.61		3.61			
09/12/08	CHG	080923336719	CHARGE	14.08		14.08			
09/12/08	CHG	080925800394	ORD#D61209	310.68		310.68			
09/12/08	CHG	080925800410	CHARGE	144.12		144.12			
09/12/08	CHG	080925800438	CHARGE	195.04		195.04			
09/15/08	CHG	080925800438	ORD#D70682	504.41		504.41			
09/16/08	CHG	080925800604	ORD#D63020	105.26		105.26			
09/16/08	CHG	080924680285	CHARGE	70.63		70.63			
09/16/08	CHG	080925800708	ORD#D71487	31.47		31.47			
09/16/08	CHG	080925800716	ORD#D47895	47.20		47.20			
09/17/08	CHG	080925800859	ORD#D71705	809.50		809.50			
09/17/08	CHG	080925800869	CHARGE	11.10		11.10			
09/18/08	CHG	080924680513	CHARGE	111.94		111.94			
09/18/08	CHG	080925800995	ORD#D67365	309.89		309.89			
09/18/08	CHG	080925801002	ORD#D67365	499.64		499.64			
09/18/08	CHG	080925801034	ORD#D72523	50.32		50.32			
09/18/08	CHG	080925801036	ORD#D67926	258.65		258.65			
09/22/08	CHG	080923331626	ORD#D72594	256.05		256.05			
09/23/08	CHG	080923331731	ORD#D72532	212.52		212.52			
09/23/08	CHG	080925801362	CHARGE	72.25		72.25			
09/23/08	CHG	080925801363	CHARGE	26.31		26.31			
09/23/08	CHG	080925801395	ORD#D55219	220.53		220.53			
09/24/08	CHG	080923819819	CHARGE	15.72		15.72			
09/24/08	CHG	080924681288	CHARGE	112.83		112.83			
09/24/08	CHG	080924681289	CHARGE	39.56		39.56			
09/24/08	CHG	080924681504	ORD#D73089	74.76		74.76			
09/25/08	CHG	080923331986	CHARGE	17.35		17.35			
09/25/08	CHG	080923332004	CHARGE	53.53		53.53			
09/25/08	CHG	080923332006	CHARGE	8.22		8.22			
09/26/08	CHG	080925801621	CHARGE	66.61		66.61			
09/26/08	CHG	080923332111	CHARGE	1.93		1.93			
09/26/08	CHG	080924681750	ORD#D67453	141.35		141.35			
09/26/08	CHG	080925801740	ORD#D74975	51.63		51.63			
09/26/08	CHG	080925801750	ORD#D75016	239.02		239.02			
09/26/08	CHG	080925801754	CHARGE	11.45		11.45			
09/29/08	CHG	080925801755	CHARGE	13.01		13.01			
09/29/08	CHG	080923332226	CHARGE	13.18		13.18			
09/29/08	CHG	080923332236	ORD#D75379	21.06		21.06			
09/29/08	CHG	080923332256	CHARGE	1.98		1.98			
09/29/08	CHG	080925801850	ORD#D75303	73.17		73.17			

A/R AGED TRIAL BALANCE JOURNAL
CONSOLIDATED

NOV 21, 2008 15:28:05
PORT: 282 BASIS: INVOICE DATE PAGE: 4

SMAN: 9052

D01189 01 RELIABLE CONSTRUCTION (CONT'D) <=30 31-60 61-90 91-120 >=121 CREDITS TOTAL DUB DISCOUNT DISC DATE LAST PAYMENT

DATE	TYPE	REFERENCE	DESCRIPTION	AMOUNT	ORIGINAL DISCOUNT	REMAINING AMOUNT	DISCOUNT	DISC DATE	LAST PAYMENT
09/29/08	CHG	080925801871	CHARGE	21.15		21.15			
09/29/08	CHG	080925801873	CHARGE	185.62		185.62			
09/30/08	CHG	080923332326	ORD#D55219	89.12		89.12			
09/30/08	CHG	080923332327	ORD#D75804	28.33		28.33			
09/30/08	CHG	080924681994	CHARGE	131.77		131.77			
10/01/08	CHG	081023532516	CHARGE	11.13		11.13			
10/01/08	MEM	081024682153	DID NOT NEED	100.89		100.89			
10/02/08	CHG	081023532602	ORD#D59728	-19.01		-19.01			
10/02/08	CHG	081025802254	ORD#D73507	4997.90		4997.90			
10/02/08	CHG	081025802317	ORD#D76333	89.04		89.04			
10/03/08	CHG	081023532622	ORD#D76910	166.09		166.09			
10/03/08	CHG	081023532631	ORD#D75803	357.71		357.71			
10/03/08	CHG	081025802330	CHARGE	818.10		818.10			
10/04/08	CHG	081025802373	CHARGE	105.99		105.99			
10/06/08	MEM	081023532710	CHARGE	642.92		642.92			
10/06/08	CHG	081023532811	081025802373	28.58		28.58			
10/06/08	CHG	081025802509	ORD#D60639	-256.50		-256.50			
10/06/08	CHG	081025802510	ORD#D77854	115.09		115.09			
10/06/08	CHG	081025802511	ORD#D71611	376.88		376.88			
10/07/08	CHG	081097109656	CHARGE	47.70		47.70			
10/07/08	CHG	081023738743	ORD#T77997	3600.00		3600.00			
10/07/08	CHG	081025802620	CHARGE	168.87		168.87			
10/07/08	CHG	081025802621	CHARGE	52.42		52.42			
10/08/08	CHG	081025802652	ORD#D78381	109.39		109.39			
10/08/08	MEM	081023533006	CHARGE	71.14		71.14			
10/08/08	CHG	081023533050	BAR D12669	242.10		242.10			
10/08/08	CHG	081023620893	CHARGE	-264.22		-264.22			
10/09/08	CHG	081025802747	CHARGE	19.31		19.31			
10/09/08	CHG	081025802841	CHARGE	279.84		279.84			
10/10/08	CHG	081025802843	CHARGE	156.51		156.51			
10/10/08	CHG	081023533208	CHARGE	14.82		14.82			
10/13/08	CHG	081024683235	CHARGE	426.65		426.65			
10/13/08	CHG	081025803117	CHARGE	34.46		34.46			
10/13/08	CHG	081025803162	CHARGE	322.19		322.19			
10/14/08	MEM	081025803163	CHARGE	82.17		82.17			
10/14/08	CHG	081023533412	BAR D12727	50.41		50.41			
10/14/08	CHG	081023739366	CHARGE	-120.83		-120.83			
10/15/08	CHG	081025803279	CHARGE	19.76		19.76			
10/15/08	CHG	081024683767	ORD#D7212	172.84		172.84			
10/15/08	CHG	081024683769	ORD#D76684	201.26		201.26			
10/15/08	CHG	081024683770	CHARGE	243.27		243.27			
10/15/08	CHG	081024683776	ORD#D70519	125.42		125.42			
10/15/08	CHG	081024683776	ORD#D70519	279.56		279.56			

A/R AGED TRIAL BALANCE JOURNAL
CONSOLIDATED

NOV 21, 2008 15:28:05
PORT: 282 BASIS: INVOICE DATE PAGE: 5

SMAN: 9052

CUSTOMER
ACCT # BC NAME

DU1189 01 RELIABLE CONSTRUCTION (CONT'D)

DATE	TYP	REFERENCE	DESCRIPTION	AMOUNT	ORIGINAL DISCOUNT	REMAINING AMOUNT	DISCOUNT	DISC DATE	TOTAL DUE	DISCOUNT	LAST PAYMENT
10/15/08	MEM	081025803386	BAR D12749	-34.97		-34.97					
10/16/08	DEB	081016DEB001	NSF CHECK #4723	32500.00		17500.00					
10/16/08	DEB	081016DEB002	NSF CHECK CHARGES	130.00		130.00					
10/16/08	FIN	081016DFC001	FINANCE CHARGE	650.00		650.00					
10/16/08	CHG	081025803521	CHARGE	3.11		3.11					
10/22/08	CHG	081025803522	ORD#D79946	20.75		20.75					
10/23/08	DEB	081023DEB001	STOP PAY CHECK #3562	10.60		10.60					
10/23/08	DEB	081023DEB002	NSP CHECK CHARGE	15000.00		15000.00					
10/23/08	CHG	081025803989	ORD#D79312	30.00		30.00					
10/31/08	FIN	081031FIN001	FINANCE CHARGE	22.04		22.04					
10/31/08	FIN	081031FIN002	FINANCE CHARGE	49.85		49.85					
10/31/08	FIN	081031FIN003	FINANCE CHARGE	83.43		83.43					
10/31/08	FIN	081031FIN004	FINANCE CHARGE	1.01		1.01					
10/31/08	FIN	081031FIN005	FINANCE CHARGE	74.23		74.23					
10/31/08	FIN	081031FIN006	FINANCE CHARGE	0.50		0.50					
10/31/08	FIN	081031FIN007	FINANCE CHARGE	16.39		16.39					
10/31/08	FIN	081031FIN008	FINANCE CHARGE	13.71		13.71					
10/31/08	FIN	081031FIN009	FINANCE CHARGE	1.74		1.74					
10/31/08	FIN	081031FIN010	FINANCE CHARGE	0.50		0.50					
10/31/08	FIN	081031FIN011	FINANCE CHARGE	119.04		119.04					
10/31/08	FIN	081031FIN012	FINANCE CHARGE	44.92		44.92					
10/31/08	FIN	081031FIN013	FINANCE CHARGE	35.29		35.29					
10/31/08	FIN	081031FIN014	FINANCE CHARGE	1.17		1.17					
11/14/08	CHG	081124686928	ORD#D76679	73.04		73.04					
				119.25		119.25					

TOTALS FOR ACCT #: DU1189 15686.11 34788.83 44005.01 19504.23 0.00 695.53 113288.65 0.00

*****REPORT TOTALS*****
 <=30 DAYS 15,686.11
 31-60 DAYS 34,788.83
 61-90 DAYS 44,005.01
 91-120 DAYS 19,504.23
 >=121 DAYS 0.00
 CREDITS 695.53

TOTAL DUE 113,288.65
 DISCOUNT 0.00
 NET DUE 113,288.65

NOV 21, 2008 15:33:39

EXHIBIT "D"

AR ACCOUNT STATUS * SprucePlus 19.0 - SPROUCE Computer Systems *
7000 - ALTOONA

NAME RELIABLE CONSTRUCTION

153 TREASURER LAER

ACCT D01189 PROJ R/A

DUBOIS PA

15801

SALESMAN 1320
PHONE # 814-371-7010
ESTAB DATE 10/09/03

To: 8143427081

DISCOUNT %	BAL FWD	BILLING CYCLE	COST CLASS	DATE LAST CHRG	11/14/08
FINANCE % 2.0	(1)			DATE FMT DGR	
YTD FINANCE 2062.90		OVERBILL TYPE		DATE LAST PAID	10/15/08
		TERMS CODE		LAST AMT PAID	15000.00
				CREDIT LIMIT	75000
BALANCES:		CURRENT		OUTSTANDING	112819.36
YTD HIGH	115685.91	30 DAY		+FINANCE CHGS	1164.82
PRV MONTH	113169.40	60 DAY		-CRD ON ACCT	-695.53
STRT DISC	-00	90 DAY		TOTAL DGR	113288.65
PMT/CRD APPLIED	-00	120 +		ORDER BAL	1008.58
\$ OVERDUE 30+ 4 60+ 8 90+ 0 120+ 0					

Finance Charge Accrues at 2% per
Month. Added on the last day of
the Month.

FILED

MAR 26 2009

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

YOUR BUILDING CENTERS INC.,

Plaintiff

vs.

JOSEPH W. AND KIMBERLY ANDRES,
a husband and wife

RELIABLE CONSTRUCTION,

RELIABLE CONSTRUCTION BUILDING
AND REMODELING SERVICES, LLC.,

Defendant

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No. 08 -2470-CD

PETITION FOR PRELIMINARY INJUNCTION

AND NOW, comes the Plaintiff by and through its attorney, **DAVID R. THOMPSON**, Esquire, and files the following Petition for Preliminary Injunction, and in support thereof avers as follows:

1. It is believed and therefore averred that Defendants, individually or through joint action have engaged in a methodic dissolution of their assets.

2. It is believed and therefore averred that Defendants, individually or through joint action have engaged in said dissolution of assets in anticipation of this action.

3. It is believed that Defendant Reliable Construction & Remodeling Service LLC., is a defendant in an ongoing suit in Jefferson County filed November 27, 2007 to #1062-2007.

4. Clearfield County Parcel #: 128-C4-46, owned by Defendant is assessed for delinquent taxes for 2007 of \$1,549.73.

5. Clearfield County Parcel #: 7-5-09-2644C, owned by Defendant is assessed for delinquent taxes for 2007 of \$1,315.07.

6. Defendant is subject to a UCC filing under file number: 2006050906181.

7. Defendant Joseph Andres, et al. is the subject of a Mechanical Lien Claim filed to Clearfield County Case Number 2008-00789-CD against property located at 2067 Oklahoma Salem Road, Dubois Pennsylvania.

8. Defendant Joseph Andres is a defendant in a case in the Clearfield County Court of Common Pleas filed to case number 2004-00093-CD and which is believed to be ongoing.

9. Defendant Joseph Andres is a defendant in a case in the Clearfield County Court of Common Pleas filed to case number 2008-00906-CD and which is believed to be ongoing.

10. Defendant Reliable Construction is a defendant in a case in the Clearfield County Court of Common Pleas filed to case number 2007-01371-CD and which is believed to be ongoing.

11. Defendant Reliable Construction, Building and Remodeling Service is a defendant in a case in the Clearfield County Court of Common Pleas filed to case number 2007-01627-CD and which is believed to be ongoing.

12. Defendant Reliable Construction, Building and Remodeling Service is a defendant in a case in Clearfield County Court of Common Pleas filed to case number 2008-00802-CD and which is believed to be ongoing.

13. Defendant Reliable Construction, Building and Remodeling Service is a defendant in a case in Clearfield County Court of Common Pleas filed to case number 2008-

00801-CD and which is believed to be ongoing.

14. Defendant Reliable Construction is a defendant in a case in Clearfield County Court of Common Pleas filed to case number 2006-00556-CD and which is believed to be ongoing.

15. Defendant Reliable Construction Building and Remodeling Service is believed to be the subject of a Writ of Execution issued by the Clearfield County Court of Common Pleas in the amount of \$10,830.00 and filed to case number 2005-00725-CD.

16. Defendant Reliable Construction Building and Remodeling Service is believed to be the subject of a Writ of Execution issued by the Clearfield County Court of Common Pleas in the amount of \$35,349.76 and filed to case number 2008-00799-CD.

17. Plaintiff believes that Defendants are about to engage in a private sale of real estate in DuBois, Pennsylvania.

18. Plaintiff also believes that Defendants have been methodically selling equipment assets through internet retailer Ebay, Inc.

19. In the above captioned matter Plaintiff is requesting judgment in the amount of \$113,288.65 plus \$16,922.904 in attorney's and collection fees.

20. Plaintiff believes that in light of the large volume of litigation which Defendant is defending, any sale of assets will endanger Defendant's ability to satisfy a judgment in this case should one be granted.

21. Plaintiff will be irreparable harmed in Defendant is allowed to dissipate assets in anticipation of judgment.

22. Plaintiff is reasonably likely to succeed on the merits of their petition having attached ample documentation of the alleged non-payment.

23. An injunction is not against the public interest as it is temporary in nature and narrow in scope.

24. An injunction is the appropriate remedy in this case as Defendant will be unlikely to be able to pay damages in the event it is allowed to diminish its assets.

WHEREFORE, Plaintiffs prays that this honorable Court will grant Plaintiff's Petition for Preliminary Injunction and enjoin Defendants from dissipating assets pending reasonable discovery in this matter as to Defendant's ability to pay judgment in this matter.

Respectfully submitted,



David R. Thompson, Esquire

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

YOUR BUILDING CENTERS INC.,

Plaintiff

vs.

JOSEPH W. AND KIMBERLY ANDRES,
a husband and wife

RELIABLE CONSTRUCTION,

RELIABLE CONSTRUCTION BUILDING
AND REMODELING SERVICES, LLC.,

Defendant

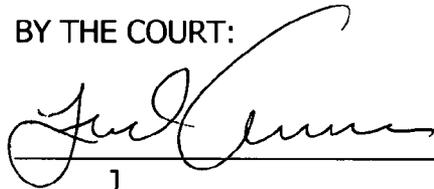
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No. 08-2470-CD

ORDER

It is hereby ORDERED AND DECREED that a hearing is scheduled on the 3rd day of April, 2009, at 2:15 am / (p.m.) in Courtroom No. 1 of the Clearfield County Courthouse, Clearfield, Pennsylvania, to hear argument / testimony on Plaintiff's Petition For Temporary Injunction. Defendants shall be enjoined from completing any sale of real estate or equipment valued at over \$2,500.00 until the date of this hearing. One half hour has been allotted in this matter.

BY THE COURT:



J
3/31/09

FILED
03/31/09
MAR 31 2009

6CC
Atty Thompson

 William A. Shaw
Prothonotary/Clerk of Courts

FILED

MAR 31 2009

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

DATE: 3/31/09

You are responsible for serving all appropriate parties.

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

Plaintiff(s) Plaintiff(s) Attorney Other

Defendant(s) Defendant(s) Attorney

Special Instructions:

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

YOUR BUILDING CENTERS, INC.,	*	
	*	
Plaintiff	*	
	*	No. 08-2470-CD
	*	
vs.	*	
	*	
	*	
	*	
JOSEPH W. AND KIMBERLY ANDRES,	*	
a husband and wife	*	
	*	
RELIABLE CONSTRUCTION	*	
	*	
RELIABLE CONSTRUCTION BUILDING	*	
AND REMODELING SERVICES, LLC,	*	
	*	
Defendant	*	

MOTION FOR CONTINUANCE

AND NOW comes the Petitioner, Your Building Centers, Inc., and through their attorney, David R. Thompson, Esquire who files the following Motion for Continuance:

1. The Petitioner is Your Building Centers, Inc. which has a business address of P.O. Box 1230, 2607 Beale Avenue, Altoona, Pennsylvania 16603.
2. The Defendant, Joseph W. and Kimberly Andres, Reliable Construction, Reliable Construction Building and Remodeling Services, LLC, which has a business address of 153 Treasure Lake, DuBois, Pennsylvania 15801.
3. On March 30, 2009 a Petition for Preliminary Injunction was filed with the Prothonotary's Office of Clearfield County, Pennsylvania.

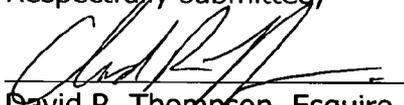
4. On March 31, 2009, Judge Fredric J. Ammerman signed an Order scheduling a hearing for the 3rd day of April, 2009 at 2:15 p.m.

5. Plaintiff's counsel has contacted anticipated counsel for Defendant, Jeffrey DuBois, Esq. who has indicated he would be unavailable for said hearing. Additionally, Attorney DuBois has not entered his appearance in this case and is unable to accept service on behalf of the Defendant.

6. Plaintiff has been unable to accomplish service of said Order upon the Defendant.

WHEREFORE, Plaintiff's counsel respectfully requests this Honorable Court to grant a continuance of the hearing scheduled for the 3rd day of April, 2009.

Respectfully submitted,


David R. Thompson, Esquire

FILED

APR 06 2009

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

DATE: 4/16/09

- You are responsible for serving all appropriate parties.
- The Prothonotary's office has provided service to the following parties:
 - Plaintiff(s) Plaintiff(s) Attorney Other
 - Defendant(s) Defendant(s) Attorney
 - Special Instructions:

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

YOUR BUILDING CENTERS, INC.,

Plaintiff

vs.

JOSEPH W. AND KIMBERLY ANDRES,
a husband and wife

RELIABLE CONSTRUCTION

RELIABLE CONSTRUCTION BUILDING
AND REMODELING SERVICES, LLC.,

Defendant

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No. 08-2470-CD

**PRAECIPE TO APPEND NOTICE TO DEFEND
TO COMPLAINT**

TO THE PROTHONOTARY:

Kindly append the attached Notice to Defend to the Complaint, in the above-captioned matter.

DATE:



David R. Thompson, Esquire
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

YOUR BUILDING CENTERS INC.,

Plaintiff

vs.

JOSEPH W. AND KIMBERLY ANDRES,
a husband and wife

RELIABLE CONSTRUCTION,

RELIABLE CONSTRUCTION BUILDING
AND REMODELING SERVICES, LLC.,

Defendant

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No. 08 -2470-CD

NOTICE TO DEFEND

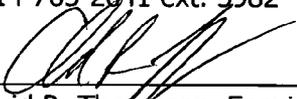
TO: JOSEPH W. AND KIMBERLY ANDRES, RELIABLE CONTRUCTION, RELIABLE
CONSTRUCTION BUILDING AND REMODELING SERVICES, LLC.:

You have been sued in court. A true and correct copy of the Complaint filed and served against you is attached hereto. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this notice is 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 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, TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

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

Office of Court Administrator
Clearfield County Courthouse
230 E. Market Street, Suite 228
Clearfield, PA 16830-2448
814-765-2641 ext. 5982



David R. Thompson, Esquire

209

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

YOUR BUILDING CENTERS INC.,

Plaintiff

vs.

JOSEPH W. AND KIMBERLY ANDRES,
a husband and wife

RELIABLE CONSTRUCTION,

RELIABLE CONSTRUCTION BUILDING
AND REMODELING SERVICES, LLC.,

Defendant

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No. 08 -2470-CD

5 FILED

MAY 05 2009
0/4-00/2
William A. Shaw
Prothonotary/Clerk of Courts
Sent to Atty

ORDER OF COURT

AND NOW, this 5th day of May, 2009, this pursuant to an agreement between the parties, this Court Orders as follows:

1. That Order of March 31, 2009 in the above referenced matter enjoining Defendants from completing any sale of real estate or equipment valued at over \$2,500.00 until the date of a hearing, shall be lifted.

2. Specifically, the sale from Defendants Joseph W. and Kimberly Andres to Theodore L. Klark, et ux. regarding real property having an address of 213 Hahne Court, DuBois, Clearfield County, Pennsylvania, shall be allowed.

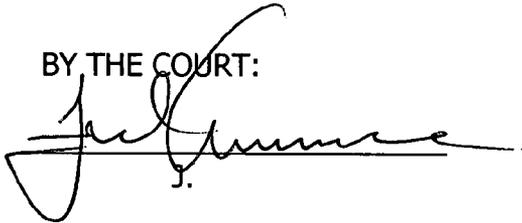
3. Judgment in this case shall be and is entered for the Plaintiff and against all Defendants, jointly and severally, in the amount of \$113,288.65 together with statutory interest. A copy of the Notice of Entry of Judgment is attached hereto.

4. The sum of \$15,000.00 from the sale of real property by Defendant held by attorney Ben Blakely in escrow shall be immediately paid to Plaintiff and applied against the balance of the Judgment in this case.

5. The balance of said sale proceeds shall be released by Attorney Blakely to Defendants Joseph and Kimberly Andres.

DATE: _____

BY THE COURT:



A handwritten signature in black ink, appearing to read "J. L. ...", is written over a horizontal line. The signature is cursive and somewhat stylized.

AGREEMENT

THIS AGREEMENT, made this 21 day of April, 2009, by and between **YOUR BUILDING CENTERS, INCORPORATED**, with a business address of P.O. Box 1230, 2607 Beale Avenue, Altoona, Pennsylvania 16603, hereinafter referred to as "**YBC.**"

A - N - D

JOSEPH W. AND KIMBERLY ANDRES, HUSBAND AND WIFE; RELIABLE CONSTRUCTION; RELIABLE CONSTRUCTION BUILDING AND REMODELING SERVICES, LLC., with a business address of 153 Treasure Lake, Dubois, Pennsylvania, 15801, hereinafter referred to collectively as "**RELIABLE**".

WHEREAS, **YBC** was the Plaintiff and **RELIABLE** was the Defendant in an action filed in the Court of Common Pleas of Clearfield County, Pennsylvania and docketed to number 08-2470-CD.

WHEREAS, by Order of Court, Judgment was entered for **YBC** and against **RELIABLE** in the amount of \$113,288.65.

WHEREAS by the same aforementioned Order of Court, the sum of \$15,000.00 was paid to **YBC** by **RELIABLE** out of funds held in escrow by attorney Ben Blakely from a sale of real property.

WHEREAS, **YBC** is owed \$98,288.65, which represents the original Judgment in the Order of Court minus the \$15,000.00 held in escrow.

NOW, THEREFORE, for and in consideration of the mutual benefits to be derived hereby, and intending to be legally bound, the parties hereby agree as follows:

1. **RELIABLE** shall pay unto **YBC** the sum of **ONE THOUSAND AND NO/100 (\$1,000.00) DOLLARS** monthly, due on the first day of each month, with the first payment due and beginning on May 1, 2009.

2. **RELIABLE** agrees that interest on the aforementioned Judgment shall be calculated at 8.5% annually.

3. **RELIABLE** agrees that such payments will continue for a term of two years from May 1, 2009 to May 1, 2011.

4. Both parties agree that three months before the term is to end they will enter into good faith negotiations regarding payment on the balance of the aforementioned Judgment and interest.

5. The parties agree that if they are unable to reach a good faith agreement regarding payment on the balance of the aforementioned Judgment, the balance of the Judgment and interest, together with any penalties assessed, will be due to **YBC** on June 1, 2011.

6. **RELIABLE** agrees that a penalty in the amount of \$50.00 shall be assessed daily for each day in a month that a payment is due and has not been paid.

7. **YBC** agrees to apply said monthly payments made by **RELIABLE** to the aforementioned Judgment and interest.

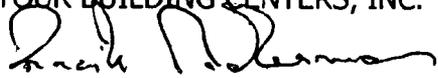
8. **YBC** agrees to provide a schedule of payments with calculated interest to **RELIABLE**.

9. **YBC** agrees to forebear execution of the aforementioned Judgment so long as **RELIABLE** continues to make the aforementioned monthly payments and none of the aforementioned payments are more than ten (10) days past due.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals
the day and date aforesaid.

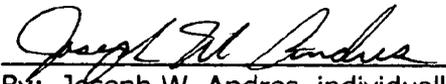
WITNESS

YOUR BUILDING CENTERS, INC.

 (Seal)

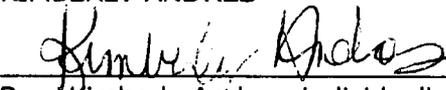
By: Rick Ackerman, Authorized Representative

JOSEPH W. ANDRES

 (Seal)

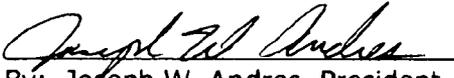
By: Joseph W. Andres, individually

KIMBERLY ANDRES

 (Seal)

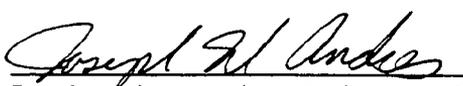
By: Kimberly Andres, individually

RELIABLE CONSTRUCTION

 (Seal)

By: Joseph W. Andres, President

RELIABLE CONSTRUCTION BUILDING
AND REMODELING SERVICES, LLC.

 (Seal)

By: Joseph W. Andres, Authorized Member

DATE: 5/5/09

You are responsible for serving all appropriate parties.

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

Plaintiff(s) Plaintiff(s) Attorney Other

Defendant(s) Defendant(s) Attorney

Special Instructions:

Prothonotary/Clerk of Courts
William A. Shaw

FILED
MAY 05 2009

COPY

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

YOUR BUILDING CENTERS INC.,

Plaintiff

vs.

JOSEPH W. AND KIMBERLY ANDRES,
a husband and wife

RELIABLE CONSTRUCTION,

RELIABLE CONSTRUCTION BUILDING
AND REMODELING SERVICES, LLC.,

Defendant

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No. 08 -2470-CD

NOTICE OF ENTRY OF JUDGMENT

TO ALL PARTIES:

Please take notice that Judgment in the above-captioned action was entered in the office of the Prothonotary of Clearfield County on this 10 th day of May, 2009. A copy of the judgment is attached hereto, together with a Statement of Costs and Disbursements.

Dated: May 10, 2009

By:

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

YOUR BUILDING CENTERS INC.,

Plaintiff

vs.

JOSEPH W. AND KIMBERLY ANDRES,
a husband and wife

RELIABLE CONSTRUCTION,

RELIABLE CONSTRUCTION BUILDING
AND REMODELING SERVICES, LLC.,

Defendant

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No. 08 -2470-CD

PRAECIPE FOR ENTRY OF JUDGMENT

TO THE PROTHONOTARY:

Kindly enter Judgment in favor of Plaintiff Your Building Centers, Inc. and against the Defendants, Joseph W. And Kimberly Andres, Reliable Construction, and Reliable Construction Building and Remodeling Services, LLC., jointly and severally, in the amount of \$113,288.65 together with lawful interest.

A certified copy of the Order granting Judgment in this case against the above named Defendants is attached.

Respectfully submitted,



David R. Thompson, Esquire

FILED

MAY 06 2009

William A. Shaw
Prothonotary/Clerk of Courts

COPY

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

YOUR BUILDING CENTERS INC.,

Plaintiff

vs.

JOSEPH W. AND KIMBERLY ANDRES,
a husband and wife

RELIABLE CONSTRUCTION,

RELIABLE CONSTRUCTION BUILDING
AND REMODELING SERVICES, LLC.,

Defendant

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No. 08 -2470-CD

NOTICE OF ENTRY OF JUDGMENT

TO ALL PARTIES:

Please take notice that Judgment in the above-captioned action was entered in the office of the Prothonotary of Clearfield County on this 10th day of May, 2009. A copy of the judgment is attached hereto, together with a Statement of Costs and Disbursements.

Dated: May 10, 2009

By: William L. [Signature]

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION - LAW

YOUR BUILDING CENTERS, INC.,

Plaintiff

vs.

JOSEPH W. AND KIMBERLY ANDRES,
a husband and wife,

RELIABLE CONSTRUCTION

RELIABLE CONSTRUCTION BUILDING
AND REMODELING SERVICES, LLC,

Defendants

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No. 08-2470-CD

PRAECIPE FOR WRIT OF EXECUTION

TO THE PROTHONOTARY:

Kindly enter the Writ of Execution against the above-named Defendants.

Respectfully submitted,

Joseph M. Scipione, Esquire

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

YOUR BUILDING CENTERS, INC.,	*	
	*	No. 08-2470-CD
Plaintiff	*	
	*	
vs.	*	
	*	
JOSEPH W. AND KIMBERLY ANDRES,	*	
a husband and wife,	*	
	*	
RELIABLE CONSTRUCTION	*	
	*	
RELIABLE CONSTRUCTION BUILDING	*	
AND REMODELING SERVICES, LLC,	*	
	*	
Defendant	*	

WRIT OF EXECUTION

NOTICE

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

The law provides that certain property cannot be taken. Such property is said to be exempt. There is a debtor's exemption of \$300.00. There are other exemptions which may be applicable to you. Attached is a summary of some of the major exemptions. You may have other exemptions or other rights.

If you have an exemption, you should do the following promptly:

- (1) Fill out the attached claim form and demand for a prompt hearing.
- (2) Deliver the form or mail it to the Sheriff's Office at the address noted.

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

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

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

Office of Court Administrator
Clearfield County Courthouse
230 E. Market Street, Suite 228
Clearfield, PA 16830-2448

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

YOUR BUILDING CENTERS, INC.,

Plaintiff

vs.

JOSEPH W. AND KIMBERLY ANDRES,
a husband and wife

RELIABLE CONSTRUCTION

RELIABLE CONSTRUCTION BUILDING
AND REMODELING SERVICES, LLC,

Defendant

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No. 08-2470-CD

WRIT OF EXECUTION

Commonwealth of Pennsylvania
County of Clearfield

To the Sheriff of Clearfield County:

To satisfy the judgment, interest and costs against Joseph W. and Kimberly Andres, a husband and wife; Reliable Construction; Reliable Construction Building and Remodeling Services, LLC.

(1) you are directed to levy upon the property of the defendant and to sell the defendant's interest therein;

(2) you are also directed to attach the property of the defendant not levied upon in the possession of CNB BANK as garnishee, in numbered bank accounts: 0110038854; 2102077; and all other accounts held in name of Defendant identified in interrogatories supplied with this writ to Garnishee;

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

Amount due: \$96,541.22

Interest from: October 1, 2009 at 8.5% annually: \$2,051.50.

Prothonotary costs \$142.00

By the Prothonotary:


2/1/10

MAJOR EXEMPTIONS UNDER PENNSYLVANIA AND FEDERAL LAW

1. \$300.00 statutory exemption.
2. Bibles, school books, sewing machines, uniforms and equipment.
3. Most wages and unemployment compensation.
4. Social Security benefits.
5. Certain retirement funds and accounts.
6. Certain veteran and armed forces benefits.
7. Certain insurance proceeds.
8. Such other exemptions as may be provided by law.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

YOUR BUILDING CENTERS, INC.,

Plaintiff

vs.

JOSEPH W. AND KIMBERLY ANDRES,
a husband and wife,

RELIABLE CONSTRUCTION

RELIABLE CONSTRUCTION BUILDING
AND REMODELING SERVICES, LLC,

Defendant

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No. 08-2470-CD

CLAIM FOR EXEMPTION

To the Sheriff:

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

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

(a) I desire that my \$300.00 statutory exemption be (choose one):

(i) set aside in kind (specify property to be set aside in kind):

(ii) paid in cash following the sale of the property levied upon; or

(b) I claim the following exemption (specify property and basis of exemption):

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

(a) my \$300.00 statutory exemption: ___ in cash; ___ in kind (specify property):

(b) Social Security benefits on deposit in the amount of \$_____;

(c) other (specify amount and basis of exemption):

I request a prompt court hearing to determine the exemption. Notice of the hearing should be given to me at:

_____ - Name

_____ - Address

_____ - Telephone

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

Date: _____

Joseph W. Andres

Date: _____

Kimberly Andres

Date: _____

Reliable Construction

Date: _____

Reliable Construction Building and
Remodeling Services, LLC

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

Clearfield County Sheriff's Office
1 North Second Street
Clearfield, PA 16830
814-765-2641

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 21115
NO: 08-2470-CD

PLAINTIFF: YOUR BUILDING CENTER, INC.

vs.

DEFENDANT: JOSEPH W. AND KIMBERLY ANDRES, A HUSBAND AND WIFE, RELIABLE CONSTRUCTION, AND RELIABLE CONSTRUCTION BUILDING AND REMODELING SERVICES, LLC

Execution PERSONAL PROPERTY / INTERROGATORIES

5
FILED NOCC
OCT 13 2017
0110:281/E
BRIAN K. SPENCER
PROTHONOTARY & CLERK OF COURTS

SHERIFF RETURN

DATE RECEIVED WRIT: 2/1/2010

LEVY TAKEN @

POSTED @

SALE HELD

SOLD TO

SOLD FOR AMOUNT PLUS COSTS

WRIT RETURNED 10/13/2017

DATE DEED FILED

PROPERTY ADDRESS 153 TREASUE LAKE DUBOIS , PA 15801

SERVICES

SEE ATTACHED SHEET(S) OF SERVICES

Sheriff Thurston

SURCHARGE \$80.00 PAID BY ATTORNEY

Sworn to Before Me This

So Answers,

_____ Day of _____ 2015

Wesley B. Thurston
By Cynthia B. [unclear]

Wesley B. Thurston
Sheriff

YOUR BUILDING CENTER, INC.

vs

JOSEPH W. AND KIMBERLY ANDRES, A HUSBAND AND WIFE, RELIABLE CONSTRUCTION, AND RELIABLE CONSTRUCTION BUILDING AND REMODELING SERVICES, LLC

1 3/18/2010 @ 11:10 AM SERVED JOSEPH W. ANDRES

SERVED JOSEPH W. ANDRES, DEFENDANT, AT HIS PLACE OF RESIDENCE/EMPLOYMENT 153 TREASURE LAKE, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO KIMBERLY ANDRES, WIFE/PERSON IN CHARGE A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION AND BY MAKING KNOWN TO HER THE CONTENTS THEREOF.

2 3/18/2010 @ 11:10 AM SERVED KIMBERLY ANDRES

SERVED KIMBERLY ANDRES, DEFENDANT, AT HER PLACE OF RESIDENCE/EMPLOYMENT, 153 TREASURE LAKE, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO KIMBELY ANDRES, A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION AND BY MAKING KNOWN TO HER THE CONTENTS THEREOF.

3 3/18/2010 @ 11:10 AM SERVED RELIABLE CONSTRUCTION

SERVED RELIABLE CONSTRUCTION, DEFENDANT, AT PLACE OF EMPLOYMENT 153 TREASURE LAKE, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO KIMBERLY ANDRES, PERSON IN CHARGE A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION AND BY MAKING KNOWN TO HER THE CONTENTS THEREOF.

4 3/18/2010 @ 11:10 AM SERVED RELIABLE CONSTRUCTION BUILDING & REMODELING

SERVED RELIABLE CONSTRUCTION BUILDING & REMODELING, DEFENDANT, AT PLACE OF EMPLOYMENT 153 TREASURE LAKE, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO KIMBERLY ANDRES, PERSON IN A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION AND BY MAKING KNOWN TO HER THE CONTENTS THEREOF.

5 2/24/2010 @ 9:06 AM SERVED CNB BANK

SERVED CNB BANK, GARNISHEE, BY HANDING TO CINDY PEARCE, RECEPTIONIST, AT HER PLACE OF EMPLOYMENT 1 SOUTH SECOND STREET, CLEARFIELD, CLERFIELD COUNTY, PENNSYLVANIA A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION AND INTERROGATORIES AND BY MAKING KNOWN TO HER THE CONTENTS THEREOF.

@ SERVED

NOW, OCTOBER 13, 2017 RETURN WRIT AS TIME EXPIRED.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

YOUR BUILDING CENTERS, INC.,

Plaintiff

vs.

JOSEPH W. AND KIMBERLY ANDRES,
a husband and wife,

RELIABLE CONSTRUCTION

RELIABLE CONSTRUCTION BUILDING
AND REMODELING SERVICES, LLC,

Defendant

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No. 08-2470-CD

WRIT OF EXECUTION

NOTICE

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

The law provides that certain property cannot be taken. Such property is said to be exempt. There is a debtor's exemption of \$300.00. There are other exemptions which may be applicable to you. Attached is a summary of some of the major exemptions. You may have other exemptions or other rights.

If you have an exemption, you should do the following promptly:

- (1) Fill out the attached claim form and demand for a prompt hearing.
- (2) Deliver the form or mail it to the Sheriff's Office at the address noted.

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

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

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

Office of Court Administrator
Clearfield County Courthouse
230 E. Market Street, Suite 228
Clearfield, PA 16830-2448

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

YOUR BUILDING CENTERS, INC.,

Plaintiff

vs.

JOSEPH W. AND KIMBERLY ANDRES,
a husband and wife

RELIABLE CONSTRUCTION

RELIABLE CONSTRUCTION BUILDING
AND REMODELING SERVICES, LLC,

Defendant

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No. 08-2470-CD

WRIT OF EXECUTION

Commonwealth of Pennsylvania
County of Clearfield

Received this writ this 1st day
of February A.D. 2010
At 3:50 A.M./P.M.

Charles A. Steinhilber
Sheriff By: Catherine Butler

To the Sheriff of Clearfield County:

To satisfy the judgment, interest and costs against Joseph W. and Kimberly Andres, a husband and wife; Reliable Construction; Reliable Construction Building and Remodeling Services, LLC.

(1) you are directed to levy upon the property of the defendant and to sell the defendant's interest therein;

(2) you are also directed to attach the property of the defendant not levied upon in the possession of CNB BANK as garnishee, in numbered bank accounts: 0110038854; 2102077; and all other accounts held in name of Defendant identified in interrogatories supplied with this writ to Garnishee;

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

Amount due: \$96,541.22

Interest from: October 1, 2009 at 8.5% annually: \$2,051.50.

Prothonotary costs \$142.00

By the Prothonotary:

William A. [Signature] 2/1/10

MAJOR EXEMPTIONS UNDER PENNSYLVANIA AND FEDERAL LAW

1. \$300.00 statutory exemption.
2. Bibles, school books, sewing machines, uniforms and equipment.
3. Most wages and unemployment compensation.
4. Social Security benefits.
5. Certain retirement funds and accounts.
6. Certain veteran and armed forces benefits.
7. Certain insurance proceeds.
8. Such other exemptions as may be provided by law.

(b) Social Security benefits on deposit in the amount of \$_____;

(c) other (specify amount and basis of exemption):

I request a prompt court hearing to determine the exemption. Notice of the hearing should be given to me at:

_____ - Name

_____ - Address

_____ - Telephone

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

Date: _____

Joseph W. Andres

Date: _____

Kimberly Andres

Date: _____

Reliable Construction

Date: _____

Reliable Construction Building and
Remodeling Services, LLC

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

Clearfield County Sheriff's Office
1 North Second Street
Clearfield, PA 16830
814-765-2641

**PERSONAL PROPERTY SALE
SCHEDULE OF DISTRIBUTION**

NAME JOSEPH W. ANDRES

NO. 08-2470-CD

NOW, October 12, 2017, by virtue of the Writ hereunto attached, after having given due and legal notice of time and place of sale by handbills posted on the premises setting forth the date, time and place of sale, I exposed the within described real estate of Joseph W. And Kimberly Andres, A Husband And Wife, Reliable Construction, And Reliable Construction Building And Remodeling Services, Llc to public venue or outcry at which time and place I sold the same to he/she being the highest bidder, for the sum of and made the following appropriations, viz:

SHERIFF COSTS:

PLAINTIFF COSTS, DEBT AND INTEREST:

RDR SERVICE	9.00
MILEAGE LEVY	19.00
MILEAGE POSTING	
COMMISSION	0.00
POSTAGE	5.28
HANDBILLS DISTRIBUTION	10.00
ADVERTISING	
ADD'L SERVICE	36.00
ADD'L POSTING	
ADD'L MILEAGE	2.00
ADD'L LEVY	
BID/ SETTLEMENT AMOUNT	
RETURNS/DEPUTIZE	
COPIES	15.00
	3.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	
MISCELLANEOUS	
TOTAL SHERIFF COSTS	\$113.28

DEBT-AMOUNT DUE	96,541.22
INTEREST @ %	0.00
FROM TO	
PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	80.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	2,051.50
MISCELLANEOUS	
TOTAL DEBT AND INTEREST	\$98,928.00

COSTS:

ADVERTISING	0.00
TAXES - COLLECTOR	
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	
ACKNOWLEDGEMENT	
SHERIFF COSTS	113.28
LEGAL JOURNAL COSTS	0.00
PROTHONOTARY	142.00
MORTGAGE SEARCH	
MUNICIPAL LIEN	
TOTAL COSTS	\$255.28
TOTAL COSTS	\$98,928.00

COMMISSION 2% ON THE FIRST \$ 100,000 AND 1/2% ON ALL OVER THAT. DISTRIBUTION WILL BE MADE IN ACCORDANCE WITH THE ABOVE SCHEDULE UNLESS EXCEPTIONS ARE FILED WITH THIS OFFICE **WITHIN TEN (10) DAYS FROM THIS DATE.**

WESLEY B. THURSTON, Sheriff