

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

YOUR BUILDING CENTERS INC,

VS

Plaintiff

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

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FILED Any pd. 95.00
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DEC 30 2008 2cc Sheriff
William A. Shaw
Prothonotary/Clerk of Courts
1CC Any

Feb 11, 2009 Document
Reinstated/Reissued to Sheriff/Attorney
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,

A handwritten signature in black ink, appearing to read "David R. Thompson", written over a horizontal line.

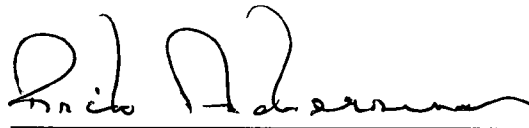
David R. Thompson, Esquire

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 black ink, 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

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>52001</i>
Phone No. <i>814-571-7010</i>			X in Business <i>2</i>	

Application Information

Name <i>Joseph W Andrus</i>	Street Address <i>153 TL</i>	City <i>Dubuque</i>	State <i>IA</i>	Zip <i>52001</i>
Phone No. <i>814-571-1802</i>	Soc. Sec. No. <i>108-66-9103</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
Called 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
County 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.	Collateral of Loan	Line of Credit?	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
Barr Wholesale	R02	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
YBL		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 Lender
Are purchase order/amount 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 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. Andrew (seal) _____ (seal)

_____ (seal) _____ (seal)

Partner & Spouse Signatures & Titles

By: Title _____ (seal)

By: Title _____ (seal)

By: Title _____ (seal)

By: Title _____ (seal)

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.

	10/8/03
Signature	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
		De 1189		
			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


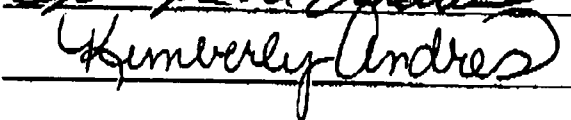
All applicants must fully complete this section.

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.

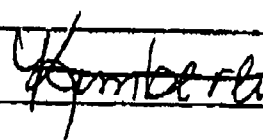
Do NOT sign below before you have read the Credit Account Agreement above. You acknowledge that you have kept a copy of the credit account agreement form #CA-100 and you agree to be bound by its terms and conditions, which are hereby incorporated by reference and made part of this application.

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

Individual & Spouse Signatures Spouse of Corporate Officers

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

Partner & Spouse Signatures & Titles

 x  _____

By: Title _____ (seal)
 By: Title _____ (seal)
 By: Title _____ (seal)
 By: Title _____ (seal)
 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 *7/28/04*
Signature Date

Kimberly Andrew *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 16803

A/R AGED TRIAL BALANCE JOURNAL EXHIBIT "C"

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P. 9/14

ACCT # BC NAME
DUI189 01 RELIABLE CONSTRUCTION

<=30

31-60

61-90

91-120

>=121

CREDITS TOTAL DUE

DISCOUNT

PAYMENT

DATE	PTP	REFERENCE	DESCRIPTION	AMOUNT	DISCOUNT	REMAINING	DISCOUNT	DISC DATE	10/15/08
08/04/08	CHG	080825896702	ORD#D54677	1715.67		1715.67			15000.00
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	080825897095	CHARGE	11.89		11.89			
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08/12/08	CHG	080825897528	CHARGE	6.11		6.11			
08/12/08	CHG	080825897530	ORD#D60346	285.24		285.24			
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08/13/08	CHG	080825897552	CHARGE	265.36		265.36			
08/13/08	CHG	080825897552	ORD#D61508	528.74		528.74			
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08/15/08	CHG	080825897932	ORD#D62452	261.39		261.39			

A/R AGED TRIAL BALANCE JOURNAL
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NOV 21, 2008 15:28:05

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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	DISCOUNT	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		
08/19/08	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		
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08/25/08	CHG	080824677668	CHARGE	3653.23		3653.23		
08/25/08	CHG	080824677668	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	080924678663	ORD#D59168	3187.39		3187.39		
09/04/08	CHG	080925899662	CHARGE	464.28		464.28		
09/05/08	CHG	080925899662	CHARGE	3402.50		3402.50		
09/05/08	CHG	080925899662	CHARGE	7.48		7.48		
09/05/08	CHG	080925899662	CHARGE	210.43		210.43		
09/08/08	CHG	080923736245	ORD#D68817	310.89		310.89		
09/09/08	CHG	080924679930	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	CHARGE	954.08		954.08		
09/11/08	CHG	0809258980306	CHARGE	77.72		77.72		
09/11/08	CHG	0809258980311	ORD#D68564	392.06		392.06		
09/11/08	CHG	0809258980312	ORD#D69112	478.17		478.17		
09/11/08	CHG	0809258980312	ORD#D69112	639.42		639.42		

CUSTOMER
ACT # BC NAME

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D01189 01 RELIABLE CONSTRUCTION

(CONT'D)

<=30

31-60

61-90

91-120

>=121

CREDITS

TOTAL DUE

DISCOUNT

PAYMENT

DATE	TYPE	REFERENCE	DESCRIPTION	AMOUNT	DISCOUNT	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	080923530979	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	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#D67926	50.32		50.32		
09/23/08	CHG	080923531626	ORD#D72594	258.05		258.05		
09/23/08	CHG	080923531731	ORD#D72532	212.52		212.52		
09/23/08	CHG	080925801362	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	080925801750	ORD#D74975	141.35		141.35		
09/26/08	CHG	080925801754	CHARGE	51.63		51.63		
09/26/08	CHG	080925801755	CHARGE	239.02		239.02		
09/29/08	CHG	080923532426	CHARGE	11.45		11.45		
09/29/08	CHG	080923532236	ORD#D75379	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			1.98		1.98		
09/29/08	CHG			73.17		73.17		

-----CUSTOMER-----
ACCT # BC NAME

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NOV189 01 RELIABLE CONSTRUCTION

(CONF'D)

<=30

31-60

61-90

91-120

>=121

CREDITS TOTAL DUE

DISCOUNT

PAYMENT

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	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	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		
10/03/08	CHG	081023532631	ORD#D76810	89.04		89.04		
10/03/08	CHG	081023532632	ORD#D75803	166.09		166.09		
10/03/08	CHG	081025802330	CHARGE	357.71		357.71		
10/03/08	CHG	081025802373	CHARGE	818.10		818.10		
10/04/08	CHG	081023532710	CHARGE	105.99		105.99		
10/06/08	MEM	081023532811	081025802373	642.92		642.92		
10/06/08	CHG	081025802509	ORD#D60639	28.58		28.58		
10/06/08	CHG	081025802510	ORD#D76854	-256.50		-256.50		
10/06/08	CHG	081025802511	ORD#D71611	115.09		115.09		
10/06/08	CHG	081097109656	CHARGE	376.88		376.88		
10/07/08	CHG	081023738743	ORD#T77997	47.70		47.70		
10/07/08	CHG	081025802621	CHARGE	3600.00		3600.00		
10/07/08	CHG	081025802622	CHARGE	158.87		158.87		
10/07/08	CHG	081023533050	CHARGE	52.42		52.42		
10/08/08	MEM	081023533056	CHARGE	109.39		109.39		
10/08/08	CHG	081023533050	BAR D12669	71.14		71.14		
10/08/08	CHG	081023820893	CHARGE	242.10		242.10		
10/08/08	CHG	081025802747	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	081023533208	CHARGE	156.51		156.51		
10/10/08	CHG	081024683235	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	CHG	081025803163	CHARGE	82.17		82.17		
10/14/08	MEM	081023533412	BAR D12727	50.41		50.41		
10/14/08	CHG	081023739166	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		

CUSTOMER-----
ACCT # BC NAME

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DU1189 01 RELIABLE CONSTRUCTION

(CONF'D)

DATE	TYPE	REFERENCE	DESCRIPTION	AMOUNT	DISCOUNT	AMOUNT	DISCOUNT	DISC DATE	LAST PAYMENT
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	FIN	081016DFC001	FINANCE CHARGE	650.00		650.00			
10/16/08	CHG	081025803521	CHARGE	3.11		3.11			
10/22/08	CHG	081023534003	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	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 - SPRUCE Computer Systems *

7000 - ALTOONA

NAME RELIABLE CONSTRUCTION

ACCT D01189 PROG N/A

153 TREASURE LAKE

DOBOLIS PA

15801

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

DISCOUNT BAL FND
FINANCE * 2.0
YTD FINANCE 2062.90

BILLING CYCLE 01
CUST CLASS R
OVERDUE 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
STRT DISC .00
PMT/CRD APPLIED 120 +

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

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

POEMSKX

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

COMPLAINT

SERVICE # 3 OF 3

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

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

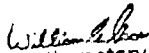
COUNSEL OF RECORD FOR
THIS PARTY:

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.


Prothonotary/
Clerk of Courts

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

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No. 08 -

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,

A handwritten signature in black ink, appearing to read "David R. Thompson", written over a horizontal line.

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

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

Your Building Contors, 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

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>			Years in Business <i>2</i>	

Application Information

Name <i>Joseph W Andray</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>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>\$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.	Years 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 checked="" 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
Bare Wholesale	Rd 2	Dubois	Pa	15801
Contact Person	Phone No.	Credit Limit		
Bill	814-583-5253			

Name of Business	Street Address	City	State	Zip
Stony Electric	Dubois/Brockway Rd	Dubois	Pa	15801
Contact Person	Phone No.	Credit Limit		
Steve Stony	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. Boudier (seal) _____ (seal)

_____ (seal) _____ (seal)

Partner & Spouse Signatures & Titles

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

	10/8/03
Signature	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
		11189		
			Code	Date
			Code	Date



An Employee Owned Company

Corporate Office
2807 Soale Ave.
PO Box 1230
Allentown, Pa 18603

Section 6: Acknowledgement of Credit Account Agreement


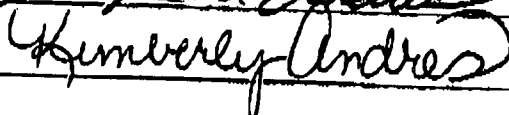
All applicants must fully complete this section.

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.

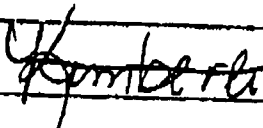
Do NOT sign below before you have read the Credit Account Agreement above. You acknowledge that you have kept a copy of the credit account agreement form #CA-100 and you agree to be bound by its terms and conditions, which are hereby incorporated by reference and made part of this application.

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

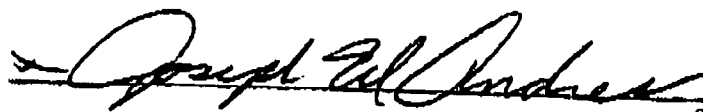
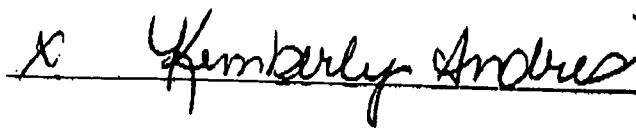
Corporate Officer Signatures & Titles

_____ By: _____ (seal)
 _____ By: _____ (seal)
 _____ By: _____ (seal)
 _____ By: _____ (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	7/28/04	Date
X 	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			



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

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-----CUSTOMER-----
 ACCT # BC NAME

001189 01 RELIABLE CONSTRUCTION

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LAST
 PAYMENT

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08/06/08	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		
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08/09/08	CHG	080823528417	CHARGE	12.42		12.42		
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08/11/08	CHG	080823528472	CHARGE	9.58		9.58		
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08/11/08	CHG	080825897437	ORD#D60412	2751.08		2751.08		
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08/15/08	CHG	080825897879	ORD#D56754	10.74		10.74		
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08/15/08	CHG			261.39		261.39		

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LAST
PAYMENT

CREDITS TOTAL DUE DISCOUNT

DISCOUNT

DISCOUNT

DISCOUNT

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DATE	TYP	REFERENCE	DESCRIPTION	AMOUNT	ORIGINAL DISCOUNT	AMOUNT	REMAINING DISCOUNT	DISC DATE
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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		
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DATE	TYP	REFERENCE	DESCRIPTION	ORIGINAL		REMAINING	
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09/16/08	CHG	080925800716	ORD#D47895	47.20		47.20	
09/17/08	CHG	080925800859	ORD#D71705	809.50		809.50	
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09/29/08	CHG			73.17		73.17	

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001189 01 RELIABLE CONSTRUCTION

(CONT'D)

DATE	REF	DESCRIPTION	AMOUNT	DISCOUNT	AMOUNT	DISCOUNT	DISC DATE
09/29/08	CHG	080925801871 CHARGE	21.15		21.15		
09/29/08	CHG	080925801873 CHARGE	185.62		185.62		
09/30/08	CHG	08092332326 ORD#D55219	89.12		89.12		
09/30/08	CHG	08092332327 ORD#D75804	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	08102332516 CHARGE	100.89		100.89		
10/02/08	MEM	081024682153 DID NOT NEED	-19.01		-19.01		
10/02/08	CHG	08102332602 ORD#D59728	4997.90		4997.90		
10/02/08	CHG	081025802254 ORD#D73507	89.04		89.04		
10/03/08	CHG	081025802317 ORD#D76933	166.09		166.09		
10/03/08	CHG	08102332622 ORD#D76810	357.71		357.71		
10/03/08	CHG	08102332631 ORD#D75803	818.10		818.10		
10/03/08	CHG	081025802330 CHARGE	105.99		105.99		
10/04/08	CHG	08102332710 CHARGE	642.92		642.92		
10/06/08	MEM	08102332811 081025802373	28.58		28.58		
10/06/08	CHG	081025802509 ORD#D50639	-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#D77997	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	CHG	081023333006 CHARGE	71.14		71.14		
10/08/08	MEM	081023333050 RAR D12669	242.10		242.10		
10/08/08	CHG	081023820893 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	081023333208 CHARGE	14.82		14.82		
10/10/08	CHG	081024683235 CHARGE	426.65		426.65		
10/10/08	CHG	081025803117 CHARGE	34.46		34.46		
10/13/08	CHG	081025803162 CHARGE	322.19		322.19		
10/13/08	CHG	081025803163 CHARGE	82.17		82.17		
10/14/08	MEM	081023333412 RAR D12727	50.41		50.41		
10/14/08	CHG	08102333366 CHARGE	-120.83		-120.83		
10/14/08	CHG	08102333367 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		279.56		279.56		

A/R AGED TRIAL BALANCE JOURNAL
CONSOLIDATED

CUSTOMER-----
ACCT # BC NAME

SMAN: 9052

NOV 21, 2008

15:28:05

PAGE: 5

PORT: 282 BASIS: INVOICE DATE

DUI189 01 RELIABLE CONSTRUCTION

(CONT'D)

DATE	TYP	REFERENCE	DESCRIPTION	AMOUNT	DISCOUNT	AMOUNT	DISCOUNT	DISC DATE	LAST
10/15/08	MEM	081025803386	BAR D12749	-34.97		-34.97			PAYMENT
10/16/08	DEB	081016DEB001	NSP CHECK #4723	32500.00		17500.00			
10/16/08	FIN	081016DEB002	NSP 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	0810233534003	ORD#D79273	10.60		10.60			
10/23/08	DEB	081023DEB001	STOP PAY CHECK #3562	15000.00		15000.00			
10/23/08	CHG	081025803989	NSP CHECK CHARGE	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	81.43		81.43			
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 #: DUI189 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 - ALFOOMA

NAME RELIABLE CONSTRUCTION

153 TREASURE LANE ACCT DUL189 PROJ B/A

DOBOS PA

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

15801

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
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/CRO APPLIED .00

CURRENT 119.25
30 DAY 47235.78
60 DAY 39595.56
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 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

SERVICE # 2 OF 3

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

COMPLAINT

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

SERVE AND LEAVE WITH: DEFENDANT/PIC

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS:

VACANT

OCCUPIED

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, 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. Neuliny
Deputy Signature

Jerome M. Neuliny
Print Deputy Name

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

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

YOUR BUILDING CENTERS INC,

vs

Plaintiff

JOSEPH W. AND KIMBERLY ANDRES,
a husband and wife

RELIABLE CONSTRUCTION,

RELIABLE CONSTRUCTION BUILDING
AND REMODELING SERVICES, LLC.,

Defendant

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

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

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

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No. 08 -

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,

A handwritten signature in black ink, appearing to read "D.R. Thompson", written over a horizontal line.


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>			Years in 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>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

<input checked="" type="checkbox"/> House 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 checked="" type="checkbox"/> No	If yes, amount?
<input checked="" type="checkbox"/> Type of Housing (Check One) <input 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.	Years 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 sec.***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	2102072		

Principal Lender Information

Name of Lender	Street Address	City	State	Zip
Contact Person	Phone No.	Collateral	Loan to be used for	Max. Limit

Business Credit Reference Information

Name of Business	Street Address	City	State	Zip
Homes	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
Barr Wholesale	Rd 2	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 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. Andrus (seal) _____ (seal)

_____ (seal) _____ (seal)

Partner & Spouse Signatures & Titles

By: Title _____ (seal)

By: Title _____ (seal)

By: Title _____ (seal)

By: Title _____ (seal)

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></u>	<u>10/8/03</u>
Signature	Date
<u> </u>	<u> </u>
Signature	Date
<u> </u>	<u> </u>
Signature	Date
<u> </u>	<u> </u>
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



An Employee Owned Company

Corporate Office
2807 Boate Ave.
PO Box 1230
Allentown, PA 18103

Section 6: Acknowledgement of Credit Account Agreement


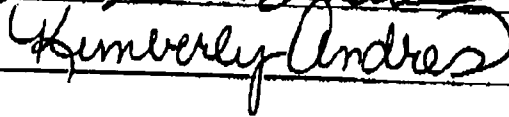
All applicants must fully complete this section.

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.

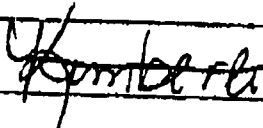
Do NOT sign below before you have read the Credit Account Agreement above. You acknowledge that you have kept a copy of the credit account agreement form #CA-100 and you agree to be bound by its terms and conditions, which are hereby incorporated by reference and made part of this application.

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

Corporate Officer Signatures & Titles

_____ By: _____ (seal)
 _____ By: _____ (seal)
 _____ By: _____ (seal)
 _____ By: _____ (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 T. Andrew 7/28/04
Signature Date

X *Kimberly Andrew* 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



An Employee Owned Company

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

A/R AGED TRIAL BALANCE JOURNAL
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SWEN: 9052

-----CUSTOMER-----
ACCT # BC NAME

DU1189 01 RELIABLE CONSTRUCTION (CONT'D)										<=30		31-60		61-90		91-120		>=121		CREDITS		TOTAL DUE		DISCOUNT		LAST PAYMENT	
DATE		TYP		REFERENCE		DESCRIPTION		FYP		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		0808233529029		ORD#D59018				2308.79				2308.79													
08/19/08		CHG		0808233529031		ORD#D58127				461.07				461.07													
08/20/08		CHG		0808233529032		ORD#D63027				472.73				472.73													
08/20/08		CHG		0808233529160		ORD#D62509				319.06				319.06													
08/20/08		CHG		080824677194		CHARGE				54.86				54.86													
08/20/08		CHG		080825898323		ORD#D60634				186.13				186.13													
08/20/08		CHG		080825898347		ORD#D61456				91.69				91.69													
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													
08/25/08		CHG		080825898561		ORD#D64206				12.75				12.75													
08/25/08		CHG		0808233529509		ORD#D63492				30.13				30.13													
08/25/08		CHG		0808233529510		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		DEB		0808282828001		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		0809233530135		ORD#D37576				1134.30				1134.30													
09/04/08		CHG		080924678801		ORD#D66455				11936.00				11936.00													
09/04/08		CHG		0809233530242		ORD#D67094				220.77				220.77													
09/04/08		CHG		0809233530243		ORD#D66928				1907.05				1907.05													
09/04/08		CHG		0809233530290		ORD#D55168				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		080925899856		CHARGE				210.43				210.43													
09/08/08		CHG		0809233736245		ORD#D68817				310.89				310.89													
09/09/08		CHG		080924679530		CHARGE				2614.56				2614.56													
09/10/08		CHG		0809233530729		ORD#D65842				62.58				62.58													
09/10/08		CHG		0809233530736		ORD#D65418				997.85				997.85													
09/10/08		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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CUSTOMER
ACCT # BC NAME

DUAL89 01 RELIABLE CONSTRUCTION

(CONT'D)

DATE	TYP	REFERENCE	DESCRIPTION	ORIGINAL		REMAINING	
				AMOUNT	DISCOUNT	AMOUNT	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	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	
09/15/08	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	
09/17/08	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	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	080925801163	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	
09/25/08	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	
09/25/08	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#D75303	1.98		1.98	
09/29/08	CHG			73.17		73.17	

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BOL189 01 RELIABLE CONSTRUCTION

(CONT'D)

DATE	TYP	REFERENCE	DESCRIPTION	ORIGINAL		REMAINING	
				AMOUNT	DISCOUNT	AMOUNT	DISCOUNT
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	
09/30/08	CHG	080925802088	CHARGE	11.13		11.13	
10/01/08	CHG	081023532516	CHARGE	100.89		100.89	
10/01/08	MEM	081024682153	DID NOT NEED	-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	
10/02/08	CHG	081025802317	ORD#D76933	166.09		166.09	
10/03/08	CHG	081023532622	ORD#D76810	357.71		357.71	
10/03/08	CHG	081023532631	ORD#D75803	818.10		818.10	
10/03/08	CHG	081025802330	CHARGE	105.99		105.99	
10/03/08	CHG	081025802373	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	081097109556	CHARGE	3690.00		3690.00	
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	
10/07/08	CHG	081025802652	ORD#D78381	71.14		71.14	
10/08/08	CHG	081023533006	CHARGE	242.10		242.10	
10/08/08	MEM	081023533050	PAR D12669	-264.22		-264.22	
10/08/08	CHG	081023820893	CHARGE	19.31		19.31	
10/08/08	CHG	081025802747	CHARGE	279.84		279.84	
10/09/08	CHG	081025802841	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	
10/13/08	CHG	081025803163	CHARGE	82.17		82.17	
10/14/08	MEM	081023533412	PAR D12727	50.41		50.41	
10/14/08	CHG	081023739366	CHARGE	-120.83		-120.83	
10/14/08	CHG	081023739366	CHARGE	19.76		19.76	
10/15/08	CHG	081025803279	CHARGE	172.84		172.84	
10/15/08	CHG	081024683767	ORD#D77212	201.26		201.26	
10/15/08	CHG	081024683769	ORD#D76684	243.27		243.27	
10/15/08	CHG	081024683770	CHARGE	125.42		125.42	
10/15/08	CHG	081024683776	ORD#D70519	279.56		279.56	

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8149448526

8149448526

P. 12/14

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CUSTOMER
ACCT # BC NAME

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DUI189 01 RELIABLE CONSTRUCTION

(CONT'D)

DATE	TYP	REFERENCE	DESCRIPTION	AMOUNT	DISCOUNT	AMOUNT	DISCOUNT	DISC DATE	LAST PAYMENT
10/15/08	MEM	081025803386	EAR 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	FIN	081016DFC001	FINANCE CHARGE	650.00		650.00			
10/16/08	CHG	081025801521	CEARGE	3.11		3.11			
10/16/08	CHG	081025801522	ORD#D79946	20.75		20.75			
10/22/08	CHG	081023534003	ORD#D79273	10.60		10.60			
10/23/08	DEB	081023DEB001	STUP PAY CHECK #3562	15000.00		15000.00			
10/23/08	DEB	081023DEB002	NSP CHECK CHARGE	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 #: DUI189 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

DUBOIS PA

ACCT DUT1189 PROJ N/A
ALFTRAM

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

15801

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
DATE LAST PAID 10/15/08
LAST AMT PAID 15000.00
CREDIT LIMIT 75000

BALANCES:

YTD HIGH 115685.91
PREV MONTH 113169.40
STMT DISC .00
PMT/CRD APPLIED .00
\$ OVERDUE 30+ 4 60+ 8 90+ 0 120+ 0

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

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 # 1 OF 3

371-1802 2nd
2nd on 2 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

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT

OCCUPIED

William A. Shaw
Prothonotary/Clerk of Courts

ATTEMPTS

1-21-09 - N/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. Nevlin
Deputy Signature

Jerome M. Nevlin
Print Deputy Name

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

YOUR BUILDING CENTERS INC,

vs

Plaintiff

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

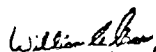
COUNSEL OF RECORD FOR
THIS PARTY:

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,

A handwritten signature in black ink, appearing to read "David R. Thompson", written over a horizontal line.

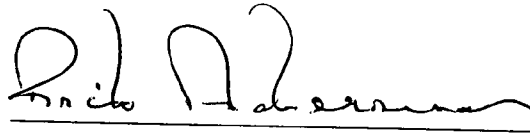
David R. Thompson, Esquire

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

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>		Type of 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>108-66-9103</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>\$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.	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?		

Owner 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.	Collateral of Loan	Loan Amount	Interest Rate

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
Barr 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	371-2886			

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 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)

By: Title _____ (seal)

By: Title _____ (seal)

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>Joseph M. Andrew</u>	Signature	<u>10/8/03</u>	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
		<u>11189</u>		
			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

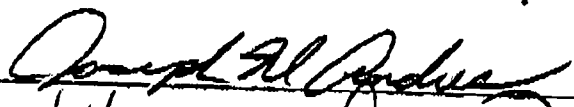
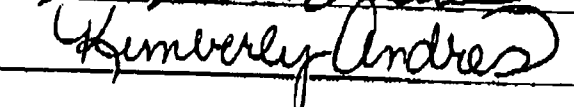
All applicants must fully complete this section.

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.

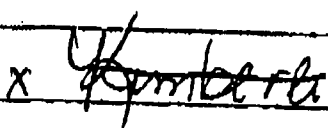
Do NOT sign below before you have read the Credit Account Agreement above. You acknowledge that you have kept a copy of the credit account agreement form #CA-100 and you agree to be bound by its terms and conditions, which are hereby incorporated by reference and made part of this application.

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

Individual & Spouse Signatures Spouse of Corporate Officers

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

Partner & Spouse Signatures & Titles

x  By: Title _____ (seal)
 _____ By: Title _____ (seal)
 _____ By: Title _____ (seal)
 _____ By: Title _____ (seal)
 _____ 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 E. Andrew</i></u>	Signature	<u>7/28/04</u>	Date
<u>X <i>Kemberly 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 By	Date	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"

P. 9/14

-----CUSTOMER-----
ACCT # BC NAME

CONSOLIDATED

SMAN: 9052

PORT: 282

NOV 21, 2008

15:28:05
BASIS: INVOICE DATE

PAGE: 1

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

DATE	TYP	REFERENCE	DESCRIPTION	AMOUNT	ORIGINAL DISCOUNT	AMOUNT	REMAINING DISCOUNT	DISC DATE
08/04/08	CEG	080825896702	ORD#D54677	1715.67		1715.67		10/15/08
08/06/08	CEG	080825896968	ORD#D59252	688.98		688.98		15000.00
08/06/08	CEG	080825897034	CHARGE	31.68		31.68		
08/06/08	CEG	080825897042	CHARGE	5.31		5.31		
08/06/08	CEG	080825897095	CHARGE	42.38		42.38		
08/07/08	CEG	080823815868	CHARGE	11.89		11.89		
08/07/08	CEG	080823815872	CHARGE	5.91		5.91		
08/07/08	CEG	080825897100	ORD#D49370	452.54		452.54		
08/07/08	CEG	080825897113	CHARGE	39.21		39.21		
08/09/08	CEG	080825897349	CHARGE	12.42		12.42		
08/11/08	CEG	080823528462	CHARGE	255.53		255.53		
08/11/08	CEG	080823528464	CHARGE	42.58		42.58		
08/11/08	CEG	080823528472	CHARGE	9.58		9.58		
08/11/08	CEG	080825897400	ORD#D60450	120.28		120.28		
08/11/08	CEG	080825897436	ORD#D60037	1333.76		1333.76		
08/11/08	CEG	080825897380	ORD#D60345	1183.71		1183.71		
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08/11/08	CEG	080825897436	ORD#D60412	70.72		70.72		
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08/12/08	CEG	080825897528	CHARGE	6.11		6.11		
08/12/08	CEG	080825897530	ORD#D60346	285.24		285.24		
08/12/08	CEG	080825897552	CHARGE	209.82		209.82		
08/13/08	CEG	080823734149	ORD#D61508	265.36		265.36		
08/13/08	CEG	080824676367	ORD#D60037	528.74		528.74		
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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		
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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		

A/R AGED TRIAL BALANCE JOURNAL
CONSOLIDATED

NOV 21, 2008 15:28:05
PORT: 282 BASIS: INVOICE DATE PAGE: 2

SMEN: 9052

-----CUSTOMER-----
ACCT # BC NAME

<=30

31-60 61-90 91-120

LAST
PAYMENT

CREDITS TOTAL DUE DISCOUNT

>=121

(CONT'D)

DU1189 01 RELIABLE CONSTRUCTION

DATE	TYP	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	17.54		17.54		
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08/21/08	CHG	080825898552	CHARGE	12.75		12.75		
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09/02/08	CHG	0809233530135	ORD#D37576	1134.30		1134.30		
09/03/08	CHG	080924678801	ORD#D66455	11936.00		11936.00		
09/04/08	CHG	0809233530242	ORD#D67094	220.77		220.77		
09/04/08	CHG	0809233530243	ORD#D66928	1907.05		1907.05		
09/04/08	CHG	0809233530290	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	ORD#D69112	639.42		639.42		

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CONSOLIDATED

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SMAN: 9052

CUSTOMER---
ACCT # BC NAME

DUL189 01 RELIABLE CONSTRUCTION

(CONT'D)

DATE	TYP	REFERENCE	DESCRIPTION	ORIGINAL		REMAINING		LAST
				AMOUNT	DISCOUNT	AMOUNT	DISCOUNT	
09/11/08	CHG	080925800377	CHARGE	67.52		67.52		
09/12/08	CHG	0809233530877	ORD#D62694	4598.42		4598.42		
09/12/08	CHG	0809233530895	ORD#D67080	579.41		579.41		
09/12/08	CHG	0809233530947	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		
09/12/08	CHG	080925800604	ORD#D63020	105.26		105.26		
09/12/08	CHG	080924680285	CHARGE	70.63		70.63		
09/12/08	CHG	080925800708	ORD#D71487	31.47		31.47		
09/12/08	CHG	080925800716	ORD#D47895	47.20		47.20		
09/12/08	CHG	080925800859	ORD#D71705	809.50		809.50		
09/12/08	CHG	080925800869	CHARGE	11.10		11.10		
09/12/08	CHG	080924680513	CHARGE	111.94		111.94		
09/12/08	CHG	080925800995	ORD#D67365	309.89		309.89		
09/12/08	CHG	080925801002	ORD#D67365	499.64		499.64		
09/12/08	CHG	080925801034	ORD#D72523	50.32		50.32		
09/12/08	CHG	080925801036	ORD#D67926	258.65		258.65		
09/12/08	CHG	0809233531626	ORD#D72594	256.05		256.05		
09/12/08	CHG	0809233531731	ORD#D72532	212.52		212.52		
09/12/08	CHG	080925801362	CHARGE	72.25		72.25		
09/12/08	CHG	080925801363	CHARGE	26.31		26.31		
09/12/08	CHG	080925801395	ORD#D55219	220.53		220.53		
09/12/08	CHG	080923819819	CHARGE	15.72		15.72		
09/12/08	CHG	080924681288	CHARGE	112.83		112.83		
09/12/08	CHG	080924681289	CHARGE	39.56		39.56		
09/12/08	CHG	080925801504	ORD#D73089	74.76		74.76		
09/12/08	CHG	0809233531986	CHARGE	17.35		17.35		
09/12/08	CHG	0809233532004	CHARGE	53.53		53.53		
09/12/08	CHG	0809233532006	CHARGE	8.22		8.22		
09/12/08	CHG	080925801621	CHARGE	66.61		66.61		
09/12/08	CHG	080923532111	CHARGE	1.93		1.93		
09/12/08	CHG	080924681750	ORD#D67453	141.35		141.35		
09/12/08	CHG	080925801740	ORD#D74975	51.63		51.63		
09/12/08	CHG	080925801750	ORD#D75016	239.02		239.02		
09/12/08	CHG	080925801754	CHARGE	11.45		11.45		
09/12/08	CHG	080925801755	CHARGE	13.01		13.01		
09/12/08	CHG	080923532226	CHARGE	13.18		13.18		
09/12/08	CHG	080923532236	ORD#D75379	21.06		21.06		
09/12/08	CHG	080923532256	CHARGE	1.98		1.98		
09/12/08	CHG	080925801850	ORD#D75303	73.17		73.17		

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CONSOLIDATED

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-----CUSTOMER-----
ACCT # BC NAME

D01189 01 RELIABLE CONSTRUCTION

(CONT'D)

DATE	TYP	REFERENCE	DESCRIPTION	--ORIGINAL--		--REMAINING--	
				AMOUNT	DISCOUNT	AMOUNT	DISCOUNT
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	08092332326	ORD#D75804	89.12		89.12	
09/30/08	CHG	08092332327	ORD#D75814	28.33		28.33	
09/30/08	CHG	080924681994	CHARGE	131.77		131.77	
09/30/08	CHG	080925802088	CHARGE	11.13		11.13	
10/01/08	CHG	08102332516	CHARGE	100.89		100.89	
10/01/08	MEM	081024682153	DTD NOT NEEDED	-19.01		-19.01	
10/02/08	CHG	08102332602	ORD#D59728	4997.90		4997.90	
10/02/08	CHG	081025802254	ORD#D73507	89.04		89.04	
10/03/08	CHG	081025802317	ORD#D76933	357.71		357.71	
10/03/08	CHG	08102332622	ORD#D76810	818.10		818.10	
10/03/08	CHG	08102332631	ORD#D75803	105.99		105.99	
10/03/08	CHG	081025802330	CHARGE	642.92		642.92	
10/04/08	CHG	08102332710	CHARGE	28.58		28.58	
10/06/08	MEM	08102332811	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	081097109556	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	CHG	081023333006	CHARGE	242.10		242.10	
10/08/08	MEM	081023333050	BAR D12669	-264.22		-264.22	
10/08/08	CHG	081023820893	CHARGE	19.31		19.31	
10/08/08	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	081023333208	CHARGE	426.65		426.65	
10/13/08	CHG	081024683235	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	RAF D12727	-120.83		-120.83	
10/14/08	CHG	081023739366	CHARGE	19.76		19.76	
10/15/08	CHG	081025803279	CHARGE	172.84		172.84	
10/15/08	CHG	081024683767	ORD#D77212	201.26		201.26	
10/15/08	CHG	081024683769	ORD#D76684	243.27		243.27	
10/15/08	CHG	081024683770	CHARGE	125.42		125.42	
10/15/08	CHG	081024683776	ORD#D70519	279.56		279.56	

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CUSTOMER-----
ACCT # BC NAME

DUI189 01 RELIABLE CONSTRUCTION (CONT'D)

DATE	TYP	REFERENCE	DESCRIPTION	ORIGINAL		REMAINING		DISC DATE
				AMOUNT	DISCOUNT	AMOUNT	DISCOUNT	
10/15/08	MEM	081025803386	BAR D12749	-34.97		-34.97		
10/16/08	DZB	081016DEB001	NSP CHECK #4723	32500.00		17500.00		
10/16/08	DZB	081016DEB002	NSP 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		
10/16/08	CHG	081025803522	ORD#D79946	20.75		20.75		
10/22/08	CHG	081023534003	ORD#D79273	10.60		10.60		
10/23/08	DZB	081023DEB001	STOP PAY CHECK #3562	15000.00		15000.00		
10/23/08	DZB	081023DEB002	NSP CHECK CHARGE	30.00		30.00		
10/23/08	CHG	081025803989	ORD#D79312	22.04		22.04		
10/31/08	FIN	081031FIN001	FINANCE CHARGE	49.85		49.85		
10/31/08	FIN	081031FIN002	FINANCE CHARGE	83.43		83.43		
10/31/08	FIN	081031FIN003	FINANCE CHARGE	1.01		1.01		
10/31/08	FIN	081031FIN004	FINANCE CHARGE	74.23		74.23		
10/31/08	FIN	081031FIN005	FINANCE CHARGE	0.50		0.50		
10/31/08	FIN	081031FIN006	FINANCE CHARGE	16.39		16.39		
10/31/08	FIN	081031FIN007	FINANCE CHARGE	13.71		13.71		
10/31/08	FIN	081031FIN008	FINANCE CHARGE	1.74		1.74		
10/31/08	FIN	081031FIN009	FINANCE CHARGE	0.50		0.50		
10/31/08	FIN	081031FIN010	FINANCE CHARGE	119.04		119.04		
10/31/08	FIN	081031FIN011	FINANCE CHARGE	44.92		44.92		
10/31/08	FIN	081031FIN012	FINANCE CHARGE	35.29		35.29		
10/31/08	FIN	081031FIN013	FINANCE CHARGE	1.17		1.17		
10/31/08	FIN	081031FIN014	FINANCE CHARGE	73.04		73.04		
11/14/08	CHG	081124686928	ORD#D76679	119.25		119.25		

TOTALS FOR ACCT #: DUI189 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 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	DATE LAST CHRG	11/14/08
FINANCE \$	()	CUST CLASS	R	DATE FWT DUE	
YTD FINANCE	2062.90	OVERIDE TYPE	D	DATE LAST PAID	10/15/08
		TERMS CODE		LAST AMT PAID	15000.00
				CREDIT LIMIT	75000

YTD HIGH	115685.91	CURRENT	119.25	OUTSTANDING	112819.36
PRV MONTH	113169.40	30 DAY	47235.78	+FINANCE CHGS	1164.82
STMT DISC	.00	60 DAY	39695.56	-CRD ON ACCT	-695.53
PMT/CRD APPLIED	.00	90 DAY	25768.77	TOTAL DUE	113288.65
		120 +	.00		

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

FORMSXX

Finance Charge Accrues at 2% per
 Month. Added on the Last Day of
 the Month.

To: 8143427081

8149448526

10: 8143427081

P. 14/14

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
0/2:30
400 Atty

4 Comp. 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

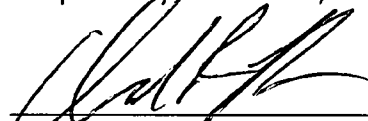
PRAECIPE TO REINSTATE

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

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 -

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/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

DU1189

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>15801</i>
Phone No. <i>814-571-7010</i>		Years in 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>15801</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

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.	Years 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?	

Owner 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	Interest rate	Is it a loan?

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	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	371-2880			

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)

By: Title _____ (seal)

By: Title _____ (seal)

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



An Employee Owned Company

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

Section 6: Acknowledgement of Credit Account Agreement

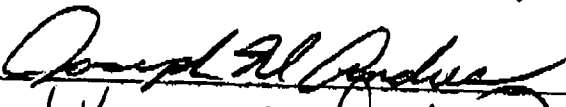
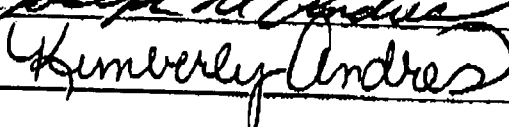
All applicants must fully complete this section.

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.

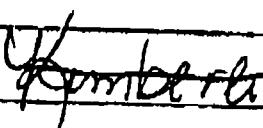
Do NOT sign below before you have read the Credit Account Agreement above. You acknowledge that you have kept a copy of the credit account agreement form #CA-100 and you agree to be bound by its terms and conditions, which are hereby incorporated by reference and made part of this application.

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

Individual & Spouse Signatures Spouse of Corporate Officers

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

Partner & Spouse Signatures & Titles

x  By: Title _____ (seal)
 _____ By: Title _____ (seal)
 _____ By: Title _____ (seal)
 _____ By: Title _____ (seal)
 _____ 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 E. Andrew</i></u>	Signature	<u>7/28/04</u>	Date
<u>X <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	Credit Limit
			Code	Date
			Code	Date



An Employee-Owned Company

Corporate Office
2807 Beale Ave.
PO Box 1230
Allentown, Pa 18603

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-----CUSTOMER-----
ACCT # BC NAME

DUI189 01 RELIABLE CONSTRUCTION

(CONT'D)

DATE	TYP	REFERENCE	DESCRIPTION	-----ORIGINAL-----		-----REMAINING-----		DISC DATE	LAST PAYMENT
				AMOUNT	DISCOUNT	AMOUNT	DISCOUNT		
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	080823529510	ORD#D60917	3653.23		3653.23			
08/25/08	CHG	080824677668	CHARGE	47.06		47.06			
08/25/08	CHG	080824677678	CHARGE	5.32		5.32			
08/25/08	CHG	080825898727	CHARGE	25.74		25.74			
08/26/08	CHG	080825898761	CHARGE	423.61		423.61			
08/26/08	CHG	080825898868	CHARGE	58.59		58.59			
08/28/08	DKB	080825898879	CHARGE	18.69		18.69			
08/30/08	CHG	080828DEB001	TV COMMERCIAL PROD CHRG	150.00		150.00			
09/02/08	CHG	080824678396	CHARGE	7.03		7.03			
09/03/08	CHG	080923530135	ORD#D66455	1134.30		1134.30			
09/03/08	CHG	080923530135	ORD#D37576	11936.00		11936.00			
09/04/08	CHG	080924678801	ORD#D66455	220.77		220.77			
09/04/08	CHG	080923530242	ORD#D67094	1907.05		1907.05			
09/04/08	CHG	080923530243	ORD#D66928	3187.39		3187.39			
09/04/08	CHG	080923530290	ORD#D59168	464.28		464.28			
09/04/08	CHG	080924678863	ORD#D61423	3402.50		3402.50			
09/05/08	CHG	080925899662	CHARGE	7.48		7.48			
09/05/08	CHG	080925899851	ORD#D68558	210.43		210.43			
09/08/08	CHG	080925899866	CHARGE	310.89		310.89			
09/09/08	CHG	080923736245	ORD#D68817	2614.56		2614.56			
09/10/08	CHG	080924679530	CHARGE	62.58		62.58			
09/10/08	CHG	080923530729	ORD#D65842	997.85		997.85			
09/10/08	CHG	080923530736	ORD#D65418	954.08		954.08			
09/11/08	CHG	080924679674	CHARGE	77.72		77.72			
09/11/08	CHG	080925800306	CHARGE	392.06		392.06			
09/11/08	CHG	080925800311	ORD#D68564	478.17		478.17			
09/11/08	CHG	080925800312	ORD#D69112	639.42		639.42			

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CUSTOMER
ACCT # BC NAME

DUI189 01 RELIABLE CONSTRUCTION (CONT'D)

DATE	TYP	REFERENCE	DESCRIPTION	ORIGINAL		REMAINING	
				AMOUNT	DISCOUNT	AMOUNT	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	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	
09/15/08	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	
09/17/08	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	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	
09/25/08	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	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			73.17		73.17	

**LAST
PAGE**

TOTAL DUB DISCOUNT

CREDIT

91-120

61-90

31-60

---c=30

(CONT'D)

DATE	TYP	REFERENCE	DESCRIPTION	ORIGINAL		REMAINING	
				AMOUNT	DISCOUNT	AMOUNT	DISCOUNT
09/29/08	CHG	080925801871	CHARGE	21.15		21.15	
09/29/08	CHG	080925801873	CHARGE	185.62		185.62	
09/30/08	CHG	080923532326	ORD#D758219	89.12		89.12	
09/30/08	CHG	080923532327	ORD#D75804	28.33		28.33	
09/30/08	CHG	080924681994	CHARGE	131.77		131.77	
09/30/08	CHG	080925802088	CHARGE	11.13		11.13	
10/01/08	MEM	0810235322516	CHARGE	100.89		100.89	
10/02/08	CHG	081024682153	DID NOT NEED	-19.01		-19.01	
10/02/08	CHG	0810235322602	ORD#D59728	4997.90		4997.90	
10/02/08	CHG	081025802254	ORD#D73507	89.04		89.04	
10/03/08	CHG	081025802317	ORD#D76933	166.09		166.09	
10/03/08	CHG	081023532621	ORD#D76810	357.71		357.71	
10/03/08	CHG	081025802330	CHARGE	818.10		818.10	
10/03/08	CHG	081025802373	CHARGE	105.99		105.99	
10/04/08	CHG	081023532710	CHARGE	642.92		642.92	
10/06/08	MEM	081023532811	CHARGE	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	
10/06/08	CHG	081097109655	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	
10/07/08	CHG	081025802652	ORD#D78381	109.39		109.39	
10/08/08	MEM	081023533006	CHARGE	71.14		71.14	
10/08/08	CHG	081023533050	RAR 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	
10/10/08	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	
10/13/08	CHG	081025803163	CHARGE	82.17		82.17	
10/14/08	MEM	081023533412	RAR 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			279.56		279.56	

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CONSOLIDATED

CUSTOMER-----
ACCT # BC NAME

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<=30

31-60

61-90

91-120

>=121

CREDITS

TOTAL DUE

DISCOUNT

PAYMENT

DUI189 01 RELIABLE CONSTRUCTION

(CONT'D)

DATE	TYP	REFERENCE	DESCRIPTION	AMOUNT	DISCOUNT	AMOUNT	DISCOUNT	DISC DATE
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	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		
10/16/08	CHG	081025803522	ORD#D79946	20.75		20.75		
10/22/08	CHG	081023534003	ORD#D79273	10.60		10.60		
10/23/08	DEB	081023DEB001	STOP PAY CHECK #3562	15000.00		15000.00		
10/23/08	DEB	081023DEB002	NSF CHECK CHARGE	30.00		30.00		
10/23/08	CHG	081025803989	ORD#D79312	22.04		22.04		
10/31/08	FIN	081031FIN001	FINANCE CHARGE	49.85		49.85		
10/31/08	FIN	081031FIN002	FINANCE CHARGE	83.43		83.43		
10/31/08	FIN	081031FIN003	FINANCE CHARGE	1.01		1.01		
10/31/08	FIN	081031FIN004	FINANCE CHARGE	74.23		74.23		
10/31/08	FIN	081031FIN005	FINANCE CHARGE	0.50		0.50		
10/31/08	FIN	081031FIN006	FINANCE CHARGE	16.39		16.39		
10/31/08	FIN	081031FIN007	FINANCE CHARGE	13.71		13.71		
10/31/08	FIN	081031FIN008	FINANCE CHARGE	1.74		1.74		
10/31/08	FIN	081031FIN009	FINANCE CHARGE	0.50		0.50		
10/31/08	FIN	081031FIN010	FINANCE CHARGE	119.04		119.04		
10/31/08	FIN	081031FIN011	FINANCE CHARGE	44.92		44.92		
10/31/08	FIN	081031FIN012	FINANCE CHARGE	35.29		35.29		
10/31/08	FIN	081031FIN013	FINANCE CHARGE	1.17		1.17		
10/31/08	FIN	081031FIN014	FINANCE CHARGE	73.04		73.04		
11/14/08	CHG	081124686928	ORD#D76679	119.25		119.25		

TOTALS FOR ACCT #: DUI189 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 - ALTOONA

NAME RELIABLE CONSTRUCTION

153 TREASURER LACE

DOBOS PA

ACCT D01189 PROJ N/A

SALESMAN 1120
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
OVERIDE TYPE D
TERMS CODE

YTD HIGH 115685.91 CURENT 119.25
PRIV MONTH 113169.40 30 DAY 47235.78
STRT DISC 60 DAY 39695.56

PMT/CRD APPLIED .00 90 DAY 25768.77
120 + .00

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

FORMSXX

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

SERVICE # 1 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: JOSEPH W. & KIMBERLY ANDRES

ADDRESS: 153 TREASURE LAKE

DUBOIS, PA 15801

ALTERNATE ADDRESS POSS: SEC 8 LOT 213

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT

OCCUPIED

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. Nertling
Deputy Signature

Jerome M. Nertling
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 **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. Nexlup
Deputy Signature

Jerome M. Nexlup
Print Deputy Name

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

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.

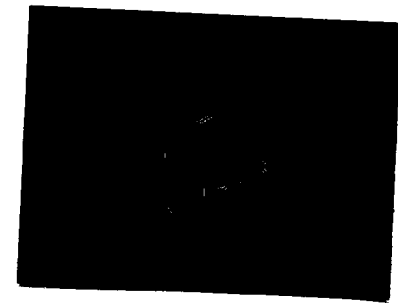
DEFENDANT: JOSEPH W. and KIMBERLY ANDRES, RELIABLE CONSTRUCTION, RELIABLE CONSTRUCTION
BUILDING & REMODELING SERVICES, LLC

SHERIFF RETURN

RETURN COSTS

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

FILED
9/3/40 6/11
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.

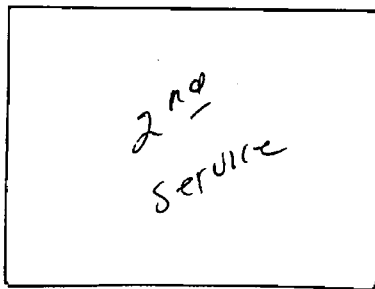
vs.

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



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

Sworn to Before Me This

_____ Day of _____ 2009

So Answers,

A handwritten signature in cursive script, appearing to read "Chester A. Hawkins".

Chester A. Hawkins
Sheriff

CIVIL DIVISION LAW

Plaintiff

VS.

RELIABLE CONSTRUCTION

Defendant

FEB 11 2009

William L. Brown
Prothonotary/
Clerk of Courts

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

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

No. 08-2470-CD

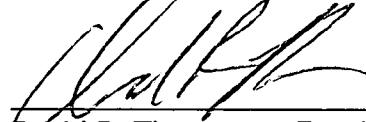
PRAECIPE TO REINSTATE

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

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 -

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

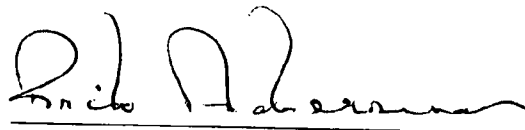

Rick Ackerman

EXHIBIT "A"

Type of Work Performed. Please check the appropriate box

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

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>52001</i>
Phone No. <i>814-571-7010</i>		Years in Business <i>2</i>		

Application Information

Name <i>Joseph W Andrey</i>	Street Address <i>153 TC</i>	City <i>Dubuque</i>	State <i>IA</i>	Zip <i>52001</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>\$68,400</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

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.	Years 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.	Sec. Sec. No.	Date of Birth		
Spouse Name	Sec. Sec. No.	Date of Birth		
Housing Status (Check One) Own Rent Board	Are there any unsatisfied judgements against you?		If yes, Amount?	
	Yes No			

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

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

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	Sec. Sec. No.	Phone No.		

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

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

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 for change?	Which vendors will you be purchasing from?	
Yes	DeKors fa	

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 Redible 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. Boudier (seal) _____ (seal)

_____ (seal) _____ (seal)

Partner & Spouse Signatures & Titles

By: Title _____ (seal)

By: Title _____ (seal)

By: Title _____ (seal)

By: Title _____ (seal)

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>Joseph M. Andrews</u>	Signature	<u>10/8/03</u>	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
2807 Boale Ave.
PO Box 1230
Altoona, Pa 16803

Section 6: Acknowledgement of Credit Account Agreement


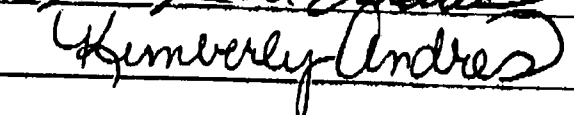
All applicants must fully complete this section.

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.

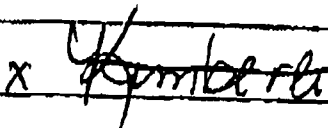
Do NOT sign below before you have read the Credit Account Agreement above. You acknowledge that you have kept a copy of the credit account agreement form #CA-100 and you agree to be bound by its terms and conditions, which are hereby incorporated by reference and made part of this application.

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

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

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

Partner & Spouse Signatures & Titles

x  By: Title _____ (seal)
 _____ By: Title _____ (seal)
 _____ By: Title _____ (seal)
 _____ By: Title _____ (seal)
 _____ 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 Signature *7/28/04* Date

X Kimberly 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	Code	Code



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

A/R AGED TRIAL BALANCE JOURNAL EXHIBIT "C"

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CONSOLIDATED

CUSTOMER-----
 ACCT # BC NAME

001189 01 RELIABLE CONSTRUCTION

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

DATE	TYP	REFERENCE	DESCRIPTION	ORIGINAL		REMAINING		DISC DATE
				AMOUNT	DISCOUNT	AMOUNT	DISCOUNT	
08/04/08	CHG	080815896702	ORD#D54677	1715.67		1715.67		10/15/08
08/06/08	CHG	080825896968	ORD#D59252	688.98		654.70		15000.00
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	080825897349	CHARGE	255.53		255.53		
08/11/08	CHG	080823528462	CHARGE	42.58		42.58		
08/11/08	CHG	080823528472	CHARGE	9.58		9.58		
08/11/08	CHG	080824676049	ORD#D60450	120.28		120.28		
08/11/08	CHG	080825897380	ORD#T60037	1333.76		1333.76		
08/11/08	CHG	080825897394	ORD#D60345	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#D60235	70.72		70.72		
08/11/08	CHG	080825897437	ORD#D60412	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		

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-----CUSTOMER-----
ACCT # BC NAME

D01189 01 RELIABLE CONSTRUCTION

(CONT'D)

DATE	TYP	REFERENCE	DESCRIPTION	ORIGINAL		REMAINING	
				AMOUNT	DISCOUNT	AMOUNT	DISCOUNT
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	080825898123	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	
08/25/08	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	080924678396	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	
09/11/08	CHG	080925800312	ORD#D69112	639.42		639.42	

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ACCT # BC NAME

DU1189 01 RELIABLE CONSTRUCTION (CONT'D)

DATE	TYP	REFERENCE	DESCRIPTION	ORIGINAL		REMAINING		LAST
				AMOUNT	DISCOUNT	AMOUNT	DISCOUNT	
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	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		
09/17/08	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		
09/25/08	CHG	080923331986	CHARGE	74.76		74.76		
09/25/08	CHG	080923332004	CHARGE	17.35		17.35		
09/25/08	CHG	080923332006	CHARGE	53.53		53.53		
09/26/08	CHG	080925801621	CHARGE	8.22		8.22		
09/26/08	CHG	080923332111	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	080923332226	CHARGE	13.01		13.01		
09/29/08	CHG	080923332236	ORD#D75379	13.18		13.18		
09/29/08	CHG	080923332256	CHARGE	21.06		21.06		
09/29/08	CHG	080925801850	ORD#D75303	1.98		1.98		
09/29/08	CHG			73.17		73.17		

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<=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	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	08092332326	ORD#D75804	89.12		89.12		
09/30/08	CHG	08092332327	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	081023532516	CHARGE	100.89		100.89		
10/02/08	CHG	081024682153	DID NOT NEED	-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	166.09		166.09		
10/03/08	CHG	081023532622	ORD#D76810	357.71		357.71		
10/03/08	CHG	081023532631	ORD#D75803	818.10		818.10		
10/03/08	CHG	081025802330	CHARGE	105.99		105.99		
10/04/08	CHG	081023532710	CHARGE	642.92		642.92		
10/06/08	MEM	081023532811	CHARGE	28.58		28.58		
10/06/08	CHG	081025802509	ORD#D60639	-256.50		-256.50		
10/06/08	CHG	081025802510	ORD#D77654	115.09		115.09		
10/06/08	CHG	081025802511	ORD#D71611	376.88		376.88		
10/07/08	CHG	081097109556	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	RAR 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	RAR 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		

To: 8143427081

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P. 12/14

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LAST
PAYMENT

TOTAL DUE
DISCOUNT

CREDITS

>=121

91-120

61-90

31-60

<=30

(CONT'D)

D01189 01 RELIABLE CONSTRUCTION

DATE	TYP	REFERENCE	DESCRIPTION	AMOUNT	ORIGINAL DISCOUNT	AMOUNT	REMAINING DISCOUNT	DISC DATE
10/15/08	MEM	081025803386	BAR D12749	-34.97		-34.97		
10/16/08	DEB	081016DEB001	NSP CHECK #4723	32500.00		32500.00		
10/16/08	DEB	081016DEB002	NSP 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		
10/16/08	CHG	081025803522	ORD#D79946	20.75		20.75		
10/22/08	CHG	081023534003	ORD#D79273	10.60		10.60		
10/23/08	DEB	081023DEB001	STOP PAY CHECK #3562	15000.00		15000.00		
10/23/08	CHG	081023DEB002	NSP CHECK CHARGE	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 #: D01189 15686.11 34788.83 44005.01 19504.23

*****REPORT TOTALS*****
0.00 695.53 113288.65 0.00

<=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 - SPECKER Computer Systems *
7000 - ALTOONA

P. 14 / 14

NAME RELIABLE CONSTRUCTION

153 TREASURER LAKE

ACCT D01169 PROJ R/A

DUBOIS PA

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
COST CLASS R
OVERDUE TYPE D
TERMS CODE

DATE LAST CHRG 11/14/08
DATE FMT DGR 10/15/08
DATE LAST PAID 15000.00
LAST AMT PAID 75000

BALANCES:

YTD HIGH 115685.91
PRV MONTH 113169.40
STRT DISC -00
FMT/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
-CRD ON ACCT -695.53
TOTAL DUE 113288.65

FORMSIX

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

ORDER BAL

1008.58

8149448526

To: 8143427081

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 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.,**

No. 08-2470-CD

TYPE OF CASE:
Civil Action - Law

TYPE OF PLEADING:
Petition for Preliminary Injunction

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

FILED

MAR 30 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

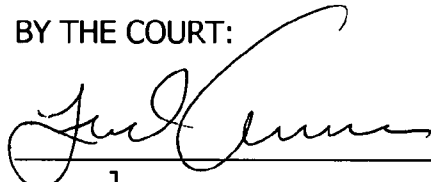
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No. 08-2470-CD

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.	*	
	*	
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	*	
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

CA

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 ORDERED AND DECREED that the hearing for Plaintiff's Petition for Temporary Injunction is hereby rescheduled from April 3, 2009 at 2:15 p.m. until the 21st day of May, 2009 at 10:00 (a.m.) / pm. in Courtroom No. 3 of the Clearfield County Courthouse, Clearfield, Pennsylvania.

Date: 4-6-09

Justin J. Thompson
J.

FILED

014'0031
APR 06 2009

3cc
Atty Thompson

William A. Shaw
Prothonotary/Clerk of Courts

S

GW

FILED

APR 06 2009

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 4/6/09
X 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 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.,

No. 08-2470-CD

TYPE OF CASE:
Civil Action - Law

TYPE OF PLEADING:
Praecipe to Append Notice
to Defend to 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

FILED

APR 17 2009

William A. Shaw
Prothonotary/Clerk of Courts

see
011-40321 Atty Thompson
(60)

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

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

^S FILED

MAY 05 2009
0/4:00/2
William A. Shaw
Prothonotary/Clerk of Court
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.

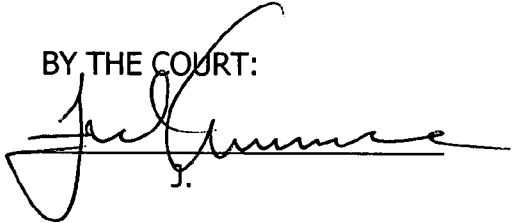
3. Judgment in this case shall be and is entered for the Plaintiff and against all Defendants, jointly and severally, in the amount of \$113,288.65 together with statutory interest. A copy of the Notice of Entry of Judgment is attached hereto.

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:



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 forbear 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.

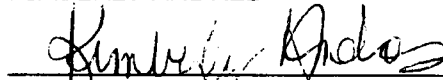
 (Seal)

By: Rick Ackerman, Authorized
Representative


JOSEPH W. ANDRES

 (Seal)
By: Joseph W. Andres, individually

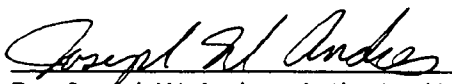
KIMBERLY ANDRES

 (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: 5/6/09

☒ 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 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 H. [Signature]

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

COPY

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 6, 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

No. 08-2470-CD

TYPE OF CASE:
Civil Division - Law

TYPE OF PLEADING:
Praecipe for Writ of Execution

FILED ON BEHALF OF:
Plaintiff

COUNSEL OF RECORD FOR
THIS PARTY:
Joseph M. Scipione, Esquire
Supreme Court I.D. 210163
P.O. Box 587
308 Walton Street, Suite 4
Philipsburg PA 16866
(814) 342-4100

FILED
013'3801
FEB 01 2010

William A. Shaw
Prothonotary/Clerk of Courts

Atty pd. 20.00

3 CC Lewrits

to Atty Scipione

(611)

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 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 Division - Law

TYPE OF PLEADING:
Writ of Execution

FILED ON BEHALF OF:
Plaintiff

COUNSEL OF RECORD FOR
THIS PARTY:
Joseph M. Scipione, Esquire
Supreme Court I.D. 210163
P.O. Box 587
308 Walton Street, Suite 4
Philipsburg PA 16866
(814) 342-4100

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

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:

Willie L. Hays 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

FILED NOCC

OCT 13 2017

01/10/28/17

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 Butler - Aylward

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.

**COUNSEL OF RECORD FOR
THIS PARTY:**
Joseph M. Scipione, Esquire
Supreme Court I.D. 210163
P.O. Box 587
308 Walton Street, Suite 4
Philipsburg PA 16866
(814) 342-4100

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
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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

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. Heston
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;

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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 L. Heston 2/1/10

MAJOR EXEMPTIONS UNDER PENNSYLVANIA AND FEDERAL LAW

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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:

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_____ - 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	9.00
SERVICE	9.00
MILEAGE	19.00
LEVY	
MILEAGE	
POSTING	
COMMISSION	0.00
POSTAGE	5.28
HANDBILLS	10.00
DISTRIBUTION	
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