

4-8-2013

DeGroot v. Standley Trenching, Inc. Respondent's Brief 2 Dckt. 39406

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IN THE SUPREME COURT OF THE STATE OF IDAHO

CHARLES DeGROOT, and DeGROOT
FARMS, LLC,

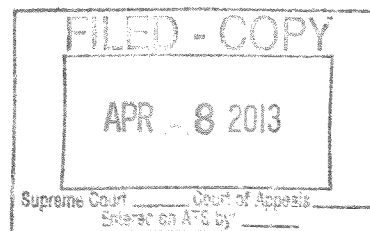
Plaintiffs/Appellants,

vs.

STANDLEY TRENCHING, INC., d/b/a
STANDLEY & CO.,

Defendants/Respondents,

SUPREME COURT NO. 39406-2011



RESPONDENT'S BRIEF ON COUNTERCLAIM

Appeal from the District Court of the Third Judicial District for Canyon County
Honorable Gregory M. Culet, District Judge presiding

ATTORNEYS FOR RESPONDENT

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Boise, Idaho 83701
-On Counterclaim-

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ATTORNEYS FOR APPELLANTS

Kevin E. Dinius
Michael J. Hanby II
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5680 E. Franklin Road, Ste. 130
Boise, Idaho 83687

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STATEMENT OF THE CASE

(i) Nature of the Case

Standley & Co. pursued a counterclaim against Charles DeGroot and DeGroot Farms, LLC, for amounts due and owing on an open account. Summary Judgment was awarded to Standley on this claim. DeGroot has appealed from the Summary Judgment.

(ii) Court of Proceedings

This case has a lengthy procedural history. The procedure most relevant to the counterclaim can, however, be briefly stated.

On May 2, 2003, Plaintiffs Charles DeGroot and DeGroot Farms, LLC (DeGroot) filed their Second Amended Complaint. R., Vol. I, p. 65-76.

On May 13, 2003, Standley Trenching, Inc. d/b/a Standley & Co. (Standley) again stated its Counterclaim for amounts due and owing for parts and services, and also seeking prejudgment interest and attorney's fees. R., Vol. I, pp. 77-82.

On June 31, 2005, Standley filed a Motion for Summary Judgment on the Counterclaim. R., Vol. I, pp. 83-85.

Standley supported the Motion for Summary Judgment with the Affidavits of Robert D. Lewis, which presented sworn deposition testimony of Plaintiff Charles DeGroot and exhibits from his deposition of October 22, 2002, Exhibit A, and from his continued deposition of January 27, 2004, Exhibit B. R., Vol. I, pp. 92-106.

Standley also supported the Motion for Summary Judgment with the Affidavit of Kurt Standley, owner of Standley & Co., attesting to the agreement between Standley and DeGroot for parts and services supplied to DeGroot on open account, the agreed payment terms, and the amount due and owing. R., Vol. I, pp. 107-110.

On March 1, 2005, the Court heard argument on the Motion for Summary Judgment on the Counterclaim, and issued its ruling from the bench. The Court granted Summary Judgment on the Counterclaim, reserving an opportunity to further consider the matter.

On March 28, 2005, the Court issued its Order Confirming Summary Judgment on the Counterclaim. R., Vol. II, pp. 377-379.

Standley then went about the orderly process of acquiring a Judgment on its Counterclaim, R., Vol. II, pp. 380-382, filing timely its Memorandum of Costs and Fees, Supp. R., pp. 4-11, and seeking prejudgment interest on the amount found due and owing. Supp. R., pp. 1-3.

Standley's efforts to acquire a final Judgment were derailed by proceedings pursued separately by Plaintiffs. On March 4, 2005, DeGroot filed suit against Beltman Construction, Inc. Supp. R., pp. 43-52. DeGroot then filed in that case only a Motion to Consolidate Pending Actions, with a Stipulation to Consolidate between DeGroot and Beltman, for consolidation of their case with the instant action. Supp. R., pp. 53-69.

On April 19, 2005, the District Judge in the Beltman case entered her Order to Consolidate Pending Actions. Supp. R., pp. 70-71.

On August 18, 2005, the Court issued its Memorandum Decision reserving the issues of attorney's fees and costs until final resolution of the case. R., Vol. II, pp. 383-

388. The Summary Judgment on the Counterclaim was relegated to interlocutory status because of the consolidation order in the Beltman case.

On November 8, 2011, the Beltman case was finally concluded by Order Granting Summary Judgment to Defendant Standley Trenching, Inc. for the causes of action stated by Beltman. R., Vol. V, pp. 907-911.

Judgment was entered on November 8, 2011, finalizing all claims in both the DeGroot case and the Beltman case as consolidated, including Judgment on the Counterclaim consistent with the prior Summary Judgment ruling. R., Vol. V, pp. 911-914.

On December 27, 2011, the Amended Judgment on Counterclaim was entered in favor of Counterclaimant Standley in the total amount of \$64,132.81 (consisting of the principal sum of \$20,259.57 together with prejudgment interest in the amount of \$25,900.74 and attorney's fees of \$17,972.50). R., Vol. VI, pp. 116-119.

(iii) Statement of Facts

Kurt Standley, owner of Standley & Co., testified under oath as affiant that a true and accurate copy of the Standley & Co. Statement of Account is marked as Exhibit 9 to the Deposition of Charles DeGroot of January 27, 2004. R., Vol. I, pp. 107-110.

The Standley & Co. Statement of Account for DeGroot is found in the record as an attachment to the Affidavit of Kurt Standley, owner of Standley & Co. R., Vol. I, p. 110. It bears Exhibit No. 9 from the Deposition of Charles DeGroot taken on January 27, 2004.

Standley attests that the Statement of Account is true and accurate for the period of May 26, 2000 to April 6, 2001. R., Vol. I, pp. 107-108.

Standley attests that the parts listed and services provided were actually supplied to Plaintiffs under DeGroot's agreement to pay as billed. R., Vol. I, p. 108.

Standley attests that the total balance due on April 6, 2001 was \$20,259.57. R., Vol. I, p. 108.

At his deposition on January 27, 2004, Plaintiff Charles DeGroot testified about Exhibit 9. He stated that the entries for services and parts appeared accurate to him. R., Vol. I, p. 103 (Depo. p. 334, ll. 4-19). He stated that he did not dispute that Standley & Co. provided the parts and services to Plaintiff. R., Vol. I, p. 103 (Depo. p. 334, ll. 20-25). He also stated that it was accurate that Plaintiff's never made any payments to Standley & Co. after March 16, 2001. R., Vol. I, p. 103 (Depo. p. 334, ll. 24-25) and p. 104 (Depo. p. 335, ll. 1-2). (See Addendum).

ADDITIONAL ISSUE ON APPEAL

This Court should award attorney's fees on appeal to Counterclaimant Standley &
Co.

ARGUMENT

I. Standard of Review.

This is an appeal of a Summary Judgment granted under Idaho Rule of Civil Procedure 56.

The Appellate Court's review of a Trial Court's ruling on a Motion for Summary Judgment is the same standard used by the Trial Court in originally ruling on the motion. Sun Valley Potatoes, Inc. v. Rosholt, Robertson & Tucker, 133 Idaho 1, 3, 981 P.2d 236, 238 (1999). Pursuant to Rule 56(c), Summary Judgment must be granted when "the pleadings, depositions and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to judgment as a matter of law."

If the evidence reveals no disputed issues of material fact, what remains is a question of law, over which this Appellate Court exercises free review. Albee v. Judy, 136 Idaho 226, 229, 31 P.3d 248, 251 (2001).

II. Judge Culet correctly ruled that the undisputed facts on the DeGroot agreement to pay the Statement of Account warranted Summary Judgment.

It is undisputed that Standley provided parts and services for DeGroot's dairy between May 26, 2000 and April 6, 2001. It is also undisputed that DeGroot requested the parts and services; agreed to pay for them; and then failed to pay as agreed. It is further undisputed that the amount of \$20,259.57 is the outstanding and unpaid balance due for the parts and services.

Under Idaho law, when there is undisputed proof that services and parts were provided on open account or on an account stated, that a Statement of Account is true and accurate, and that the written statement accurately sets forth the final balance due, then judgment can be entered on an account stated or open account theory. M.T. Deaton & Co. v. Leibrock, 114 Idaho 614, 759 P.2d 905 (Idaho App. 1988).

These matters of proof are undisputed. There is no evidence submitted by DeGroot to establish an issue of material fact. The party opposing a Motion for Summary Judgment must present more than a conclusory assertion that an issue of fact exists. Cates v. Albertson's, Inc., 126 Idaho 1030, 1033, 895 P.2d 1223, 1226 (1995). DeGroot submits no evidence to dispute the agreement or outstanding amount due. Summary Judgment was appropriate and should be affirmed.

DeGroot argues that the pleading of Affirmative Defenses to the Counterclaim should warrant denial of the Summary Judgment. However, when no factual dispute is set forth to support any affirmative defenses, the matter can be determined as a matter of law regardless of what is plead. A mere pleading allegation is not sufficient to create genuine issues to preclude Summary Judgment. Petricevich v. Salmon River Canal Company, 92 Idaho 865, 871, 452 P.2d 362, 368 (1969). Here, no factual dispute was established by DeGroot.

DeGroot also argues that Standley & Co., cannot claim it had a breach of contract with DeGroot when DeGroot did not have a contract with Standley. DeGroot mixes apples and oranges. It is accurate that the construction of the dairy was completed under the contract between Standley and Beltman. DeGroot was not party to that contract. The Counterclaim was made because DeGroot and Standley entered into a contract after the

construction of the dairy was complete. DeGroot has admitted that he agreed to pay Standley for the parts and services from May 2000 on. DeGroot cannot seriously argue that the agreement between Standley and DeGroot was not a contract simply because the agreement for dairy construction was not between Standley and DeGroot. They are two separate transactions. DeGroot's argument has no merit.

III. This Court should award attorney's fees on appeal to Counterclaimant Standley.

The Trial Court ordered attorney's fees in favor of Standley properly under Idaho Code § 12-120 from the bench at the hearing on December 20, 2011. Tr. December 20, 2011, pp. 24-25. Idaho Code § 12-120(3) specifically allows for attorney's fees for amounts due in any commercial transaction, on open account or on an account stated. That ruling was proper.

This Court should award attorney's fees to Standley on the appeal also pursuant to Idaho Code § 12-120(3).

DeGroot argues that DeGroot's affirmative defense of "offset" should preclude an award of attorney's fees to Standley and should also preclude the award of prejudgment interest. No authority is stated for this argument. The mere fact that there were affirmative defenses asserted by DeGroot does not preclude an award of attorney fees on the undisputed claim for amounts due on parts and services received by Degroot. The Judgment is now final. The existence of another case on another transaction or assignment of a claim does not make this Judgment no longer final.

CONCLUSION

Standley respectfully requests this Court to uphold in total the Summary Judgment awarded on the Counterclaim. Judge Culet was presented with undisputed facts to support the claim that parts and services were supplied by Standley upon DeGroot's request and agreement to pay. DeGroot did not pay as agreed. Judge Culet properly granted Summary Judgment in favor of Standley. There is a final Judgment. There is no merit to DeGroot's claims that attorney's fees and prejudgment interest should not have been awarded. Further, attorney's fees should be awarded to Standley on appeal pursuant to Idaho Code § 12-120(3).

DATED this 8 day of April, 2013.

CANTRILL SKINNER SULLIVAN & KING, LLP



Robert D. Lewis – Of the Firm
Attorneys for Respondent/Counterclaimant
Standley Trenching, Inc., d/b/a Standley &
Co.

CERTIFICATE OF SERVICE

I hereby certify that on the 8 day of April, 2013, I served **two** true and correct copies of the above and foregoing instrument, by method indicated below, upon:

Kevin E. Dinius
Michael J. Hanby, II
DINIUS LAW
5680 E. Franklin Rd. - Suite 130
Nampa, ID 83687
*Attorneys for Plaintiffs DeGroot &
DeGroot Farms, LLC*

Facsimile: (208) 475-0101
 Hand Delivery
 U.S. Mail

M. Michael Sasser
SASSER & INGLIS
1902 W. Judith Lane - Suite 100
PO Box 5880
Boise, ID 83705
*Attorneys for Third-Party Defendant
Standley*

Facsimile: (208) 344-8479
 Hand Delivery
 U.S. Mail



Robert D. Lewis

ADDENDUM

1. Statement of Account and Deposition Testimony of Charles DeGroot
R., Vol. I, pp. 100, 103, 104 and 110.

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE
COUNTY OF CANYON

COPY

| | | |
|-------------------------------------|---|-------------|
| CHARLES DeGROOT and DeGROOT |) | VOLUME II |
| DAIRY, LLC., |) | |
| Plaintiffs, |) | |
| vs. |) | Case No. |
| STANDLEY TRENCHING, INC., d/b/a |) | CV 2001-777 |
| STANDLEY & CO.; and J. HOULE & |) | |
| FILS, INC., a Canadian corporation, |) | |
| Defendants. |) | |

(Caption Continued)

CONTINUED DEPOSITION OF CHARLES DeGROOT

January 27, 2004

| |
|-------------|
| RECEIVED |
| FEB 26 2004 |
| GSSK |

REPORTED BY:

DIANA L. DURLAND, CSR No. 637

Notary Public



SOUTHERN
1-800-234-9611

NORTHERN
1-800-879-1700

■ BOISE, ID
208-345-9611

■ POCATELLO, ID
208-232-5581

■ COEUR D' ALENE, ID
208-765-1700

■ TWIN FALLS, ID

■ ONTARIO, OR

■ SPOKANE, WA

1 Q. Do you think that's accurate, or do you
 2 know?
 3 A. There's a check number and there's an amount
 4 that is accurate.
 5 Q. Down a little bit further there's another
 6 entry for October 31, 2000. Check 3953 for payment
 7 of another invoice. The check amount was \$1,505. Do
 8 you believe that that is accurate, or do you know?
 9 MS. FISCHER: Are you asking if he has any
 10 independent recollection making those payments or if
 11 the statement is accurate?
 12 MR. LEWIS: That's another way to say the
 13 same thing. If he can tell me it's accurate -- if he
 14 thinks it's inaccurate, for him to tell me.
 15 MS. FISCHER: Or if you don't know.
 16 WITNESS: I don't know. Really, I don't.
 17 Q. (BY MR. LEWIS) Do you have any information
 18 that you believe is inaccurate as you sit here right
 19 now?
 20 A. No.
 21 Q. There's another check payment reflected made
 22 on 11-27-00. Do you see that entry? The amount of
 23 the payment received was \$3,500 by Standley?
 24 A. I see it.
 25 Q. Do you recall making such a payment on this

1 amount of \$3,500 that is reflected as being received
 2 by Standley & Company. Do you recall making that
 3 payment?
 4 A. Same answer.
 5 Q. Is it possible you made these payments?
 6 A. It is possible.
 7 Q. Do you see the final total balance due there
 8 on this sheet of \$20,259.57?
 9 A. Yes.
 10 Q. Do you recall being billed that amount
 11 around this period of time by Standley & Company for
 12 amounts due and owing?
 13 MS. FISCHER: Object as to form.
 14 MR. LEWIS: I thought that was a pretty good
 15 question. What is wrong with the form?
 16 MS. FISCHER: I don't know.
 17 Q. (BY MR. LEWIS) Do you recall being billed
 18 for this amount?
 19 MS. FISCHER: Whether he agrees it's due and
 20 owing. The question whether he agreed receiving a
 21 billing for approximately that amount was different
 22 from whether or not he agreed it was due and owing.
 23 That was the basis of my objection.
 24 Q. (BY MR. LEWIS) Do you recall ever receiving
 25 a billing statement from Standley & Company advising

1 account?
 2 A. Same answer.
 3 Q. Which is?
 4 A. I have no recollection of having done this,
 5 but -- yeah.
 6 Q. It's possible you did? I want you to finish
 7 your statement. Is it possible you made that payment
 8 in that amount about that date?
 9 A. Yes, I would say it is possible.
 10 Q. A little further down on the invoice
 11 statement of account there's an invoice dated
 12 12-22-00 or an entry reflecting receipt by Standley
 13 of check number 4127 in the amount of \$3,482.58. Do
 14 you have any information to tell me whether this is
 15 accurate or not?
 16 A. Same answer.
 17 Q. You don't know; is that correct?
 18 A. Correct.
 19 Q. A little further down in the year 2001 on
 20 February 5th, another check is reflected: 4294 in
 21 the amount of \$3,000. Do you recall making such a
 22 payment?
 23 A. Same answer.
 24 Q. Further down on the statement on March 16,
 25 2001, there's another check, number 4448 in the

1 you that the amount of \$20,259.57 was due and owing
 2 as of April 6, 2001?
 3 A. That's possible.
 4 Q. Do you see all of the entries on here for
 5 services rendered and parts supplied for which your
 6 statement of account was billed? On the second
 7 left-hand column there's a description of many
 8 different items.
 9 A. Yes.
 10 Q. Take a look at those for me. I'm going to
 11 ask you generally about them, if we can.
 12 A. Okay.
 13 Q. Do you have any knowledge of whether or not
 14 this is an accurate entry of services and parts
 15 provided to you by Standley & Company during the time
 16 stated?
 17 A. That's what they said they did.
 18 Q. Does that appear to be accurate to you?
 19 A. Appears to be. That's what is on the paper.
 20 Q. My question is: Do you dispute that they
 21 provided those parts to DeGroot Dairy or provided
 22 those services to you?
 23 A. No.
 24 Q. Did you ever make any payments to
 25 Standley & Company, to your recollection, after March

1-16, 2001?

2 A. No.

3 MR. LEWIS: That's all the questions I have.

4 MR. McCURDY: I have no questions at this
5 point, but I do want to reserve my right to inquire
6 with Mr. DeGroot once we receive the expert opinions
7 or other discovery response due on the specific
8 damages claim. I understand your position. I'm not
9 asking you to agree for my right; I'm simply noting
10 it on there.

11 MS. FISCHER: Fair enough.

12 MR. McCURDY: I would like the witness to
13 review and sign this portion of his deposition
14 transcript, please.

15 MS. FISCHER: I don't have any objections.

16 MR. KELLY: Let me clarify that the design
17 document Bates-stamped DeGroot 09637 utilized here in
18 Mr. DeGroot's testimony has been marked as Exhibit 7
19 to his deposition.

20 (The deposition concluded at 3:01 p.m.)

21 (Signature requested.)

22
23
24
25

1 REPORT CERTIFICATE
2 I, DIANA L. DURLAND, CSR No. 637, Certified
3 Shorthand Reporter, certify:
4 That the foregoing proceedings were taken
5 before me at the time and place therein set forth, at
6 which time the witness was put under oath by me;
7 That the testimony and all objections made
8 were recorded stenographically by me and were
9 thereafter transcribed by me or under my direction;
10 That the foregoing is a true and correct
11 transcript of all testimony given, to the best of my
12 ability;
13 I further certify that I am not a relative
14 or employee of any attorney or of any of the parties,
15 nor financially interested in the action.
16 I declare that the foregoing is true and
17 correct.
18 IN WITNESS WHEREOF, I set my hand and seal
19 this 3rd day of February, 2004.
20
21
22 DIANA L. DURLAND, CSR No. 637
23 Notary Public
24 Boise, Idaho
25 My Commission Expires 12-16-04

1 CERTIFICATE OF WITNESS

2 I, Charles DeGroot, being first duly sworn,
3 depose and say:

4 That I am the witness named in the foregoing
5 deposition consisting of pages 203 through 336; that
6 I have read said deposition and know the contents
7 thereof; that the questions contained therein were
8 propounded to me; and that the answers contained
9 therein are true and correct except for any changes
10 that I may have listed on the Errata Sheet attached
11 hereto.

12
13
14
15
16 Charles DeGroot

17
18 SUBSCRIBED AND SWORN to before me this ____ day of
19 _____, 2004.

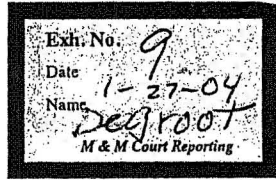
20
21
22 NAME OF NOTARY PUBLIC _____
23 NOTARY PUBLIC FOR _____
24 RESIDING AT _____
25 MY COMMISSION EXPIRES _____

ERRATA SHEET FOR CHARLES DEGROOT

| PAGE | LINE | REASON FOR CHANGE |
|-------------|-------|-------------------|
| READS | _____ | _____ |
| SHOULD READ | _____ | _____ |
| PAGE | LINE | REASON FOR CHANGE |
| READS | _____ | _____ |
| SHOULD READ | _____ | _____ |
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| READS | _____ | _____ |
| SHOULD READ | _____ | _____ |

104 WITNESS SIGNATURE: _____

| DATE | INVOICE | DISCRIPTION | AMOUNT | OUTSTANDING | DUE |
|----------|---------|---|------------|-------------|-----------|
| 5/26/00 | 9136 | PARTS AND LABOR TO CLEAN SAND OUT OF DRAINS AND EQUIPMENT | 2,182.00 | | 2,182.00 |
| 5/26/00 | 9135 | EXTRA TO DAIRY NOT INCLUDED IN ORIGINAL BID | 3,304.94 | 3,304.94 | 5,486.94 |
| 6/20/00 | 9138 | CLEAN OUT DRAINS, CLEAN UP AROUND SEPARATOR | 660.00 | | 6,146.94 |
| 7/25/00 | 118 | REPAIR ON FLUSH PUMP | 97.50 | 97.50 | 6,244.44 |
| 7/25/00 | 119 | REPAIRS ON SEPARATOR | 220.00 | | 6,464.44 |
| 8/9/00 | 130 | SERVICE CALL AND PARTS TO REPAIR SEPARATOR | 2,251.79 | | 8,716.23 |
| 9/1/00 | 163 | CLEAN SEPARATORS | 545.00 | | 9,261.23 |
| 9/14/00 | 149 | REPLACE 40 HSP MOTOR WITH 50 HSP MOTOR-DIFFERENCE | 1,755.97 | | 11,017.20 |
| 9/14/00 | 150 | REPLACE IMPELLER | 125.00 | | 11,142.20 |
| 9/14/00 | 151 | REPLACE IMPELLERS | 1,031.62 | | 12,173.82 |
| 9/14/00 | 152 | REPAIR SCRAPER ASSEMBLY | 145.00 | | 12,318.82 |
| 9/14/00 | 153 | REPAIRS ON SEPARATOR | 713.15 | 713.15 | 13,031.97 |
| 9/18/00 | 154 | REPLACE CONVEYOR BELT | 1,537.37 | 1,537.37 | 14,569.34 |
| 9/18/00 | 155 | REPAIR SEPARATOR | 150.00 | | 14,719.34 |
| 9/29/00 | 162 | REPAIRS TO CONVEYOR BELT | 230.00 | 230.00 | 14,949.34 |
| 9/29/00 | 164 | UNPLUG SEPARATOR | 90.00 | | 15,039.34 |
| 10/2/00 | | CHECK #3204 FOR PAYMENT OF 9136 | (2,182.00) | | 12,857.34 |
| 10/16/00 | 165 | REPAIRS TO SEPARATOR | 1,505.00 | | 14,362.34 |
| 10/20/00 | 193 | REPAIRS TO AGI-PUMP | 2,572.00 | 2,572.00 | 16,934.34 |
| 10/24/00 | 181 | REPAIRS TO SHORT STACKER | 319.98 | 319.98 | 17,254.32 |
| 10/31/00 | 192 | REPAIRS TO SEPARATOR | 1,987.70 | 1,987.70 | 19,242.02 |
| 10/31/00 | | CHECK #3953 FOR PAYMENT OF 3953 | (1,505.00) | | 17,737.02 |
| 11/22/00 | 203 | UNTHAW AND CLEAN SEPARATOR | 350.00 | 350.00 | 18,087.02 |
| 11/22/00 | 204 | REPAIRS TO SEPARATOR | 3,957.72 | 3,957.72 | 22,044.74 |
| 11/27/00 | | CHECK #4059 FOR PAYMENT OF 9138, 119, 130, 150, 152, 164 | (3,500.00) | (8.20) | 18,544.74 |
| 12/4/00 | 209 | REPLACE BELTS ON CONVEYORS-LABOR ONLY | 315.00 | 315.00 | 18,859.74 |
| 12/4/00 | 210 | REPAIRS TO SEPARATOR | 420.00 | 420.00 | 19,279.74 |
| 12/4/00 | 211 | REPAIRS TO STACKER | 315.20 | 315.20 | 19,594.94 |
| 12/4/00 | 212 | REPAIRS TO STACKER | 529.20 | 529.20 | 20,124.14 |
| 12/21/00 | 234 | DE ICE STACKER AND CLEAN UP AREA | 255.00 | 255.00 | 20,379.14 |
| 12/21/00 | 235 | RECONNECT HOSES | 113.93 | 113.93 | 20,493.07 |
| 12/22/00 | | CHECK #4127 FOR PAYMENT OF 155, 163, 149, 151 | (3,482.58) | | 17,010.49 |
| 12/26/00 | 236 | DE ICE STACKER AND CLEAN UP AREA | 351.25 | 351.25 | 17,361.74 |
| 1/25/01 | 258 | REPLACE IMPELLERS AND REPAIR PUMP | 1,725.10 | 1,725.10 | 19,086.84 |
| 2/5/01 | | CHECK #4294 PAYMENT ON ACCOUNT | (3,000.00) | (3,000.00) | 16,086.84 |
| 2/6/01 | 265 | WELDING | 37.50 | 37.50 | 16,124.34 |
| 2/9/01 | 266 | 75 HP MOTOR | 4,538.28 | 4,538.28 | 20,662.62 |
| 3/16/01 | | CHECK #4448 PAYMENT ON ACCOUNT | (3,000.00) | (3,000.00) | 17,662.62 |
| 3/16/01 | 306 | REPLACE AND INSTALL HOSE | 2,091.95 | 2,091.95 | 19,754.57 |
| 4/6/01 | 324 | REPAIRS TO PUMPS | 505.00 | 505.00 | 20,259.57 |



TOTAL BALANCE DUE

STCO 0232

20,259.57

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