

Uldaho Law

Digital Commons @ Uldaho Law

Idaho Supreme Court Records & Briefs, All

Idaho Supreme Court Records & Briefs

1-5-2019

Rencher/Sundown LLC v. Pearson Clerk's Record Dckt. 46474

Follow this and additional works at: https://digitalcommons.law.uidaho.edu/idaho_supreme_court_record_briefs

Recommended Citation

"Rencher/Sundown LLC v. Pearson Clerk's Record Dckt. 46474" (2019). *Idaho Supreme Court Records & Briefs, All*. 7580.

https://digitalcommons.law.uidaho.edu/idaho_supreme_court_record_briefs/7580

This Court Document is brought to you for free and open access by the Idaho Supreme Court Records & Briefs at Digital Commons @ Uldaho Law. It has been accepted for inclusion in Idaho Supreme Court Records & Briefs, All by an authorized administrator of Digital Commons @ Uldaho Law. For more information, please contact annablaine@uidaho.edu.

IN THE SUPREME COURT OF THE STATE OF IDAHO

Rencher Sundown LLC
vs.
Butch Pearson, Farmers Insurance

Supreme Court Case No. 46474-2018

CLERK'S RECORD ON APPEAL

Appeal from the District Court of the Seventh Judicial District,
in and for the County of Bonneville

HONORABLE DANE H. WATKINS, JR

Troy E. Rasmussen, Esq.
Attorney for Appellant
PO Box 818
Rexburg, ID

Gary L. Cooper, Esq.
Attorney for Respondent
PO Box 4229
Pocatello, ID 83205

BONNEVILLE COUNTY DISTRICT COURT

CASE SUMMARY
CASE NO. CV-2017-3073

Rencher Sundown LLC
 vs.
Butch Pearson, Farmers Insurance

§
 §
 §
 §
 §

Location: **Bonneville County District Court**
 Judicial Officer: **Watkins, Dane H., Jr**
 Filed on: **05/25/2017**
 Previous Case Number: **CV-2017-3073-OC**

CASE INFORMATION

Statistical Closures
 09/06/2018 Closed

Case Type: **AA- All Initial District Court Filings (Not E, F, and H1)**

Bonds
 Cash Bond \$100.00
 10/19/2018 Posted
 Counts: 1

Case Status: **10/18/2018 Appealed Case - Supreme Court Appeal**

DATE

CASE ASSIGNMENT

Current Case Assignment

Case Number CV-2017-3073
 Court Bonneville County District Court
 Date Assigned 05/25/2017
 Judicial Officer Watkins, Dane H., Jr

PARTY INFORMATION

Plaintiff Rencher Sundown LLC

Lead Attorneys
Rasmussen, Troy E.
Retained
 435-881-3143(W)

Defendant Farmers Insurance

Cooper, Gary Lee
Retained
 208-235-1145(W)



Pearson, Butch

Cooper, Gary Lee
Retained
 208-235-1145(W)

DATE

EVENTS & ORDERS OF THE COURT







INDEX

05/25/2017	 Summons Issued (Judicial Officer: Watkins, Dane H., Jr) <i>Summons Issued</i>	
05/25/2017	New Case Filed Other Claims (Judicial Officer: Watkins, Dane H., Jr) <i>New Case Filed-Other Claims</i>	
05/25/2017	Notice of Appearance (Judicial Officer: Watkins, Dane H., Jr) <i>Plaintiff: Rencher Sundown LLC Notice Of Appearance Troy E. Rasmussen</i>	
05/25/2017	ROA - Converted Event (Judicial Officer: Watkins, Dane H., Jr) <i>Filing: AA- All initial civil case filings in District Court of any type not listed in categories E, F and H(1) Paid by: Rencher Sundown LLC (plaintiff) Receipt number: 0024421 Dated: 5/25/2017 Amount: \$221.00 (Check) For: Rencher Sundown LLC (plaintiff)</i>	
05/25/2017	 Complaint Filed <i>Verified Complaint Filed</i>	
06/08/2017	ROA - Converted Event (Judicial Officer: Watkins, Dane H., Jr) <i>Miscellaneous Payment: For Making Copy Of Any File Or Record By The Clerk, Per Page</i>	

BONNEVILLE COUNTY DISTRICT COURT

CASE SUMMARY
CASE NO. CV-2017-3073









Paid by: Pearson, Butch Receipt number: 0026470 Dated: 6/8/2017 Amount: \$23.00 (Cash)

- 07/14/2017 ROA - Converted Event (Judicial Officer: Watkins, Dane H., Jr)
Miscellaneous Payment: Fax Fee Paid by: Farmers Insurance Receipt number: 0032184 Dated: 7/14/2017 Amount: \$25.00 (Credit card)
- 07/14/2017 ROA - Converted Event (Judicial Officer: Watkins, Dane H., Jr)
Miscellaneous Payment: Technology Cost - CC Paid by: Farmers Insurance Receipt number: 0032184 Dated: 7/14/2017 Amount: \$3.00 (Credit card)
- 08/17/2017 Hearing Scheduled (Judicial Officer: Watkins, Dane H., Jr)
Hearing Scheduled (Motion 09/14/2017 08:30 AM) Mtn to Dismiss
- 08/22/2017 ROA - Converted Event (Judicial Officer: Watkins, Dane H., Jr)
Filing: II - Initial Appearance by persons other than the plaintiff or petitioner Paid by: Cooper & Larsen, Chartered Receipt number: 0038163 Dated: 8/23/2017 Amount: \$136.00 (Check) For: Farmers Insurance (defendant)
- 08/22/2017 Notice of Appearance (Judicial Officer: Watkins, Dane H., Jr)
Defendant: Farmers Insurance Notice Of Appearance Gary L Cooper
- 08/22/2017  Motion (Judicial Officer: Watkins, Dane H., Jr)
Motion To Dismiss Farmers Insurance
- 08/22/2017  Notice of Hearing (Judicial Officer: Watkins, Dane H., Jr)
Notice Of Hearing - 9/14/2017 at 8:30
- 09/13/2017 Hearing Vacated (Judicial Officer: Watkins, Dane H., Jr)
Hearing result for Motion scheduled on 09/14/2017 08:30 AM: Hearing Vacated Farmers Insurance Mtn to Dismiss
- 09/14/2017  Stipulation (Judicial Officer: Watkins, Dane H., Jr)
Stipulation For Voluntary Dismissal Of Farmers Insurance
- 09/14/2017 **CANCELED Motion Hearing (8:30 AM)** (Judicial Officer: Watkins, Dane H., Jr)
*Vacated
Farmers Insurance Mtn to Dismiss Hearing result for Motion scheduled on 09/14/2017 08:30 AM: Hearing Vacated*
- 09/21/2017  Order (Judicial Officer: Watkins, Dane H., Jr)
Order Dismissing Farmers Insurance with Prejudice
- 09/21/2017 Civil Disposition Entered (Judicial Officer: Watkins, Dane H., Jr)
Civil Disposition entered for: Farmers Insurance, Defendant; Rencher Sundown LLC, Plaintiff. Filing date: 9/21/2017
- 09/21/2017 **Dismissed With Prejudice**
Comment (FARMERS INSURANCE ONLY)
Party (Rencher Sundown LLC)
Party (Farmers Insurance)
- 11/28/2017  Summons Issued (Judicial Officer: Watkins, Dane H., Jr)
Second Summons Issued
- 05/21/2018  Motion (Judicial Officer: Watkins, Dane H., Jr)
Petitioner's Motion For Service of Process by Publication
- 06/07/2018 Hearing Scheduled (Judicial Officer: Watkins, Dane H., Jr)


BONNEVILLE COUNTY DISTRICT COURT


CASE SUMMARY
CASE NO. CV-2017-3073


Hearing Scheduled (Status Conference 06/28/2018 11:00 AM)

- 06/07/2018 Hearing Vacated (Judicial Officer: Watkins, Dane H., Jr)
Hearing result for Status Conference scheduled on 06/28/2018 11:00 AM: Hearing Vacated
- 06/07/2018  Order (Judicial Officer: Watkins, Dane H., Jr)
Order for Service of Process by Publication
- 06/07/2018 Hearing Scheduled (Judicial Officer: Watkins, Dane H., Jr)
Hearing Scheduled (Motion 07/18/2018 10:00 AM) D - Mtn to Dismiss Complaint
- 06/07/2018 Notice of Hearing
- 06/11/2018 Notice of Appearance (Judicial Officer: Watkins, Dane H., Jr)
Defendant: Pearson, Butch Notice Of Appearance Gary L Cooper
- 06/11/2018  Motion (Judicial Officer: Watkins, Dane H., Jr)
Motion To Dismiss Complaint
- 06/11/2018  Notice of Hearing (Judicial Officer: Watkins, Dane H., Jr)
Notice Of Hearing
- 06/12/2018 ROA - Converted Event (Judicial Officer: Watkins, Dane H., Jr)
*Filing: 11 - Initial Appearance by persons other than the plaintiff or petitioner Paid by:
Cooper & Larsen Receipt number: 0024077 Dated: 6/12/2018 Amount: \$136.00 (Check) For:
Pearson, Butch (defendant)*
- 06/28/2018 **CANCELED Status Conference** (11:00 AM) (Judicial Officer: Watkins, Dane H., Jr)
*Vacated
Hearing result for Status Conference scheduled on 06/28/2018 11:00 AM: Hearing Vacated*
- 07/05/2018  Opposition to
Petitioner's Opposition to Motion To Dismiss By Respondent Butch Pearson
- 07/10/2018 Hearing Scheduled (Judicial Officer: Watkins, Dane H., Jr)
Hearing Scheduled (Motion 09/05/2018 09:00 AM) D - Mtn to Dismiss Complaint
- 07/10/2018 Continued (Judicial Officer: Watkins, Dane H., Jr)
*Hearing result for Motion scheduled on 07/18/2018 10:00 AM: Continued D - Mtn to Dismiss
Complaint*
- 07/16/2018  Notice of Hearing (Judicial Officer: Watkins, Dane H., Jr)
Amended Notice Of Hearing - 9/5/18 @ 9 a.m.
- 07/18/2018 **Motion Hearing** (10:00 AM) (Judicial Officer: Watkins, Dane H., Jr)
*D - Mtn to Dismiss Complaint Hearing result for Motion scheduled on 07/18/2018 10:00 AM:
Continued*
- 08/30/2018  Response (Judicial Officer: Watkins, Dane H., Jr)
Reply Memorandum In Support of Motion To Dismiss Complaint
- 09/04/2018  Affidavit of Service (Judicial Officer: Watkins, Dane H., Jr)
Affidavit of Service -
- 09/04/2018  Proof of Publication (Judicial Officer: Watkins, Dane H., Jr)
Proof Of Publication

CASE SUMMARY
CASE NO. CV-2017-3073


- 09/04/2018  Affidavit (Judicial Officer: Watkins, Dane H., Jr)
Affidavit of Troy Rasmussen, Esq. on Behalf of Petitioner


- 09/04/2018  Opposition to
Petitioner's Opposition To Memorandum in Support of Motion To Dismiss by Respondent Butch Pearson

- 09/05/2018  Minute Entry (Judicial Officer: Watkins, Dane H., Jr)
Minute Entry
Hearing type: Motion
Hearing date: 9/5/2018
Time: 8:58 am
Courtroom:
Court reporter:
Minutes Clerk: Cassie Whitmill
Tape Number:
Party: Butch Pearson, Attorney: Gary Cooper
Party: Farmers Insurance, Attorney: Gary Cooper
Party: Rencher Sundown LLC, Attorney: Troy Rasmussen

- 09/05/2018 DC Hearing Held: Court Reporter: # of Pages: (Judicial Officer: Watkins, Dane H., Jr)
Hearing result for Motion scheduled on 09/05/2018 09:00 AM: District Court Hearing Held
Court Reporter: Amy Bland
Number of Transcript Pages for this hearing estimated: D - Mtn to Dismiss Complaint

- 09/05/2018 **Motion Hearing (9:00 AM)** (Judicial Officer: Watkins, Dane H., Jr)
D - Mtn to Dismiss Complaint Hearing result for Motion scheduled on 09/05/2018 09:00 AM:
District Court Hearing Held
Court Reporter: Amy Bland
Number of Transcript Pages for this hearing estimated:


- 09/06/2018  Order (Judicial Officer: Watkins, Dane H., Jr)
Order Granting Motion to Dismiss


- 09/06/2018  Judgment (Judicial Officer: Watkins, Dane H., Jr)
Judgment Dismissing Butch Pearson with Prejudice


- 09/06/2018 Status Changed (Judicial Officer: Watkins, Dane H., Jr)
Case Status Changed: Closed


- 09/06/2018 Civil Disposition Entered (Judicial Officer: Watkins, Dane H., Jr)
Civil Disposition entered for: Pearson, Butch, Defendant; Rencher Sundown LLC, Plaintiff.
Filing date: 9/6/2018

- 09/06/2018 **Dismissed With Prejudice**
 Party (Rencher Sundown LLC)
 Party (Pearson, Butch)

- 10/18/2018  Notice of Appeal

- 11/19/2018  Amended Notice of Appeal

- 12/20/2018  Transcript Filed
Motion to Dismiss Hearing 9/5/18

- 12/20/2018  Reporter's Notice of Transcript(s) Lodged
Motion to Dismiss Hearing 9/5/18

CASE SUMMARY
CASE NO. CV-2017-3073
 FINANCIAL INFORMATION

DATE

Defendant Farmers Insurance	
Total Charges	164.00
Total Payments and Credits	164.00
Balance Due as of 1/5/2019	0.00
Defendant Pearson, Butch	
Total Charges	159.00
Total Payments and Credits	159.00
Balance Due as of 1/5/2019	0.00
Plaintiff Rencher Sundown LLC	
Total Charges	350.00
Total Payments and Credits	350.00
Balance Due as of 1/5/2019	0.00
Plaintiff Rencher Sundown LLC	
Civil Cash Bond Account Type Balance as of 1/5/2019	0.00
Plaintiff Rencher Sundown LLC	
Civil Cash Bond Account Type Balance as of 1/5/2019	100.00

BONNEVILLE COUNTY
IDAHO FALLS, IDAHO
2017 MAY 25 PM 4: 35

Troy E Rasmussen, Esq. ISB #7957
TROY RASMUSSEN, ATTORNEY AT LAW, PLLC
P. O. Box 818
Rexburg, ID 83440-818
Telephone: (435) 881-3143
Attorney for Petitioner

**IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT
FOR THE STATE OF IDAHO, IN AND FOR THE COUNT OF BONNEVILLE**

RENCHER/SUNDOWN LLC,)	
)	
Petitioner,)	Case No. <u>CN-17-3073</u>
)	
vs.)	
)	VERIFIED COMPLAINT
BUTCH PEARSON, and FARMERS INSURANCE,)	
)	
Respondents.)	Filing Fee: \$221.00

COMES NOW the Petitioner, RENCHER/SUNDOWN LLC, by and through their attorney of record, Troy Rasmussen, Esq. of TROY RASMUSSEN, Attorney At Law, PLLC, and hereby files this action against Respondents BUTCH PEARSON and FARMERS INSURANCE, for damage to real property through gross negligence, a violation of Idaho Code Title 6, Chapter 8.

PARTIES AND JURISDICTION

1. Petitioner, RENCHER/SUNDOWN, LLC, (*hereinafter Sundown*) at all times relevant hereto is a limited liability company organized and registered in the State of Idaho, operating in Idaho Falls, Bonneville County, Idaho.
2. Respondent, BUTCH PEARSON (*hereinafter Mr. Pearson*) at all times relevant hereto is an adult citizen of the United States, and of the State of Idaho believed to be residing at Idaho Falls, Bonneville County, Idaho.
3. FARMERS INSURANCE (*hereinafter Insurance Company*) at all times relevant hereto is a corporate entity licensed to do business in the State of Idaho.
4. The court has jurisdiction over the lawsuit pursuant to Idaho Code § 5-514; the Respondents as

a result of the commission of a tort in Bonneville County, State of Idaho.

FACTS

5. At all times relevant to this action, the Petitioner, Rencher/Sundown, LLC owned apartments located at 2001 Broadway in Idaho Falls, Idaho.
6. At all times relevant to this action, the Respondent, Mr. Pearson was a tenant in said apartments.
7. On or about May 26, 2014, Respondent Mr. Pearson, started a fire in his apartment.
8. On or about May 26, 2014, Respondent Mr. Pearson, failed to control the fire he started in his apartment which cause the apartment to burn down.
9. The fire started by Mr. Pearson also damaged two (2) other furnished apartments in the building complex. (*See attached Exhibit A: Sworn Statement Concerning Fire/Smoke Damage Status and Sworn Statement Concerning Furnished Apartment Status*)
10. The Petitioner, Rencher/Sundown tried on multiple occasions to settle this matter with the Respondent Insurance Company.
11. Rencher/Sundown made numerous requests for copies of the insurance policy of the Respondent Mr. Pearson.
12. Petitioner has never received a copy of the insurance policy purchased by Respondent Mr. Pearson.
13. Petitioner suffered damages and loss in the amount of \$100,668.67 cause by the fire started by Respondent Mr. Pearson. (*See attached Exhibit B: Final Bill for Apartment Fire*)
14. Petitioner suffered damages in the form of lost rents in the amount of \$5,508.00. (*See attached Exhibit C: Sworn Statement Concerning the Final Bid Provided to Farmers Insurance*)
15. The total loss suffered by the Petitioner is \$106,176.67, not including late fees, interest, or other costs.

CLAIMS

COUNT I —GROSS NEGLIGENCE

16. Petitioner incorporates all previous paragraphs 1 through 15 in this count.
17. Respondent Mr. Pearson had a duty to control any fires, or flammable material, he had in his apartment.
18. Respondent breached that duty by failing to exercise the slightest degree of care by burning

VERIFIED COMPLAINT

0089\Rencher\Verified Complaint

- down the apartment and causing significant damage to two (2) other apartments.
19. Respondents breach is the cause of the loss and damage suffered by the Petitioner.
 20. Petitioner suffered damages in the amount of at least \$106,176.67 because of the gross negligence of the Respondents.

DEMAND FOR RELIEF

WHEREFORE, Petitioner prays for the following relief:

1. For a trial by jury in this action if it proceeds to trial;
2. For Judgment on behalf of Petitioner and against all Respondents;
3. An award of damages in an amount which fully and fairly compensates Petitioner for violations of the Idaho Code Title 6, Chapter 8, for gross negligence.
4. An award of punitive damages in an amount which is reasonably and rationally related to the egregiousness of all Respondents conduct, and which is reasonably and rationally related to the financial net worth of all the Respondents, and which is in the public interest; Petitioner requests the punitive damages be at least \$100,000.00.
5. Reasonable late fees, interest cost and expenses, in the amount of \$25,000.00.
6. Reasonable attorney fees in the amount of \$50,000.00.
7. Such other and further relief as the Court may be deem just and proper.

DATED THIS 25 day of May, 2017.



Troy Rasmussen,
Attorney for Petitioner

VERIFICATION

STATE OF IDAHO)
 Bonneville SS:
 County of ~~MADISON~~)

~~TAMLA RENCHER/SUNDOWN LLC~~, being first duly sworn, deposes and states:

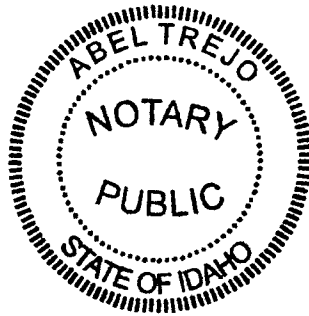
1. I am the ^{*manager of the*} Petitioner in the foregoing Verified Complaint;
2. I have read the Verified Complaint and as to the matter and things alleged and represented therein,
3. I state that they are true to the best of my knowledge.

DATED this 25 day of May, 2017.

Tamla Rencher

~~TAMLA RENCHER/SUNDOWN LLC~~

SUBSCRIBED AND SWORN to before me this 25 day of May, 2017.




Abel Trejo


 Notary Public for Idaho
 Residing at: *Idaho Falls*
 My Commission Expires: *2-20-2023*

Exhibit “A”

SWORN STATEMENT CONCERNING FIRE/SMOKE DAMAGE STATUS

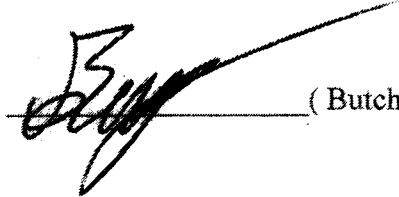
The Sundown Apartments located at 20001 W Broadway in Idaho Falls, Idaho had a fire on May 26, 2014. The fire started in the south bedroom of apartment #10, and caused significant fire/smoke damage to apartments #10, #11, and #12. I am signing this sworn statement stating that I am a personal witness that the specific apartments #10, #11, and #12 were damaged by fire/smoke on May 26, 2014.

 (Tamla Rencher: landlord)


 (Jim Mortensen: contractor)

SWORN STATEMENT CONCERNING FURNISHED APARTMENT STATUS

The Sundown Apartments located at 20001 W Broadway in Idaho Falls, Idaho are furnished; that is, the landlord provides appliances, furniture, and furnishings, while the tenant provides his/her personal items. I am signing this sworn statement stating that I am a personal witness that the specific apartments #10, #11, and #12 were furnished apartments on May 26, 2014.



(Butch Pearson: tenant)



(Tamla Rencher: landlord)



(Jim Mortensen: contractor)

Exhibit “B”

Claim # 3000929999

Final Bill for Apartment Fire at 2001 W Broadway, Idaho Falls, Idaho

Main Level

<u>DESCRIPTION</u>	<u>QTY</u>	<u>REMOVE</u>	<u>REPLACE</u>	<u>TAX</u>	<u>O&P</u>	<u>TOTAL</u>
Dumpster load - approx. 30 yards, 5-7 tons of debris	1.00 EA	531.61	0.00	0.00	106.30	637.93
Insulation bags	3.00 EA	0.00	25.00	1.85	15.38	92.23
Emergency service call -during business hours	1.00 EA	0.00	130.43	0.00	26.08	156.51
Content manipulation charge - per hour	5.00 HR	0.00	26.04	0.00	26.04	156.24
Outside clean up	4.00 HR	32.00	0.00	0.00	25.60	153.60
Lead test fee - self test (per sample)	1.00 EA	0.00	70.50	0.00	14.10	84.60
Carpenter - general framer Time for removal and replacing along with prep work for the sheathing	9.00 HR	0.00	38.88	14.28	72.84	437.04
Seal truss system - up to 5/12	434.67 SF	0.00	0.96	8.61	85.18	511.07
Seal stud wall for odor control	1334.29 SF	0.00	0.51	12.01	138.50	831.00
Electrical (bid item) Replace wiring and sub panel	1.00 EA	0.00	3150.00	128.52	650.00	3928.52
Asbestos test fee - full service asbestos survey	1.00 EA	0.00	475.00	0.00	95.00	570.00

Total: Main Level

7558.74

Bed 1 375.88 SF Walls 131.67 SF Ceiling
 507.54 SF Walls & Ceiling 131.67 SF Floor
 14.63 SY Flooring 48.50 LF Floor Perimeter
 48.50 LF Ceil. perimeter Height 7'9"

<u>DESCRIPTION</u>	<u>QTY</u>	<u>REMOVE</u>	<u>REPLACE</u>	<u>TAX</u>	<u>O&P</u>	<u>TOTAL</u>
R&R shelving - 12" - in place	14.00 LF	0.24	6.19	3.67	18.74	112.43
Seal & paint wood shelving, 12" - 24" width	14.00 LF	0.00	2.45	1.40	7.14	42.84
R&R 5/8" drywall - hung, taped, ready for texture	507.54 SF	0.26	1.13	14.92	144.08	864.48
Texture drywall - heavy hand texture	507.54 SF	0.00	0.43	3.35	44.32	265.91
Seal/prime then paint the walls and ceiling twice (3coats)	507.54 SF	0.00	0.69	7.00	71.44	428.64

CONTINUED - bed 1

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
R&R underlayment ¾ plywood tongue & groove	2.00 EA	56.00	93.50	12.20	62.24	373.44
R&R batt insulation - 4" - R13 unfaced batt	190.00 SF	0.15	0.53	5.27	26.89	161.36
R&R polyethylene vapor barrier	190.00 SF	0.05	0.14	1.47	7.51	45.08
R&R carpet pad	131.67 SF	0.07	0.60	4.19	18.48	110.89
Remove carpet	131.67 SF	0.17	0.00	0.00	4.48	26.86
Carpet 15% waste added for carpet	151.42 SF	0.00	3.18	24.35	101.18	607.05
R&R trim board - 1" x 4" - installed (pine)	16.00 LF	0.24	2.49	1.78	9.09	54.55
R&R door stop	2.00 EA	1.13	3.58	0.38	1.96	11.76
Seal & paint trim - two coats	57.50 LF	0.00	0.77	1.81	9.22	55.31
Construction clean up	6.00 HR	32.00	0.00	7.83	39.97	239.80
R&R baseboard - 3 ¼"	48.50 LF	0.28	2.10	3.20	23.74	142.37
Paint baseboard - two coats	48.50 LF	0.00	0.78	0.32	7.62	45.77
R&R light fixture	1.00 EA	5.18	48.52	1.58	11.06	66.34
Blown-in insulation - 14" depth - R38	131.67 SF	0.00	1.60	8.60	43.85	263.12
Remove blown-in insulation - machine removal	131.67 SF	0.96	0.00	2.37	25.76	154.53
R&R vinyl window, horizontal sliding, 3-11 sf	1.00 EA	14.03	150.32	6.70	34.20	205.25
Add charge for a retrofit window, 3-11 sf - difficult	1.00 EA	0.00	94.51	0.50	19.00	114.01
R&R interior door - colonist - pre- hung unit	1.00 EA	11.65	120.62	5.43	27.54	165.24
Paint door slab only - 2 coats (per side)	2.00 EA	0.00	17.97	0.74	7.32	44.00
Door knob - interior	1.00 EA	0.00	43.91	1.79	9.14	54.84
R&R casing - 2 ¼"	34.00 LF	0.32	1.35	1.71	11.70	70.1
Paint casing - two coats	34.00 LF	0.00	0.80	1.11	5.66	33.97
R&R closet shelf and rod package	3.00 LF	2.34	12.21	0.69	8.86	53.20
Seal & paint closet shelving - single shelf	1.00 EA	0.00	27.77	0.21	5.60	33.58
R&R exterior door - metal- insulated- flush or panel style	1.00 EA	13.31	226.34	10.90	50.10	300.65

CONTINUED - bed 1

<u>DESCRIPTION</u>	<u>QTY</u>	<u>REMOVE</u>	<u>REPLACE</u>	<u>TAX</u>	<u>O&P</u>	<u>TOTAL</u>
Door lockset & deadbolt - exterior	1.00 EA	0.00	93.50	3.81	19.46	116.77
Paint & paint door slab only - exterior (per side)	2.00 EA	0.00	27.24	1.34	11.16	66.98
R&R furnace - wall - single, 35,000 BTU	1.00 EA	39.09	1062.82	47.08	229.80	1378.79
General demolition - per hour Labor intensive	8.00 HR	32.00	0.00	0.00	51.20	307.20
R&R window curtain & rod	1.00 EA	5.28	86.44	3.74	19.09	114.55
Seal underlayment for odor control	150.67 SF	0.00	0.28	1.50	7.67	46.04
R&R clothes dresser 4 drawer - wood	1.00 EA	12.56	421.00	17.69	90.25	541.50

Total: bed 1

7719.29

Bed 2 295.79 SF Walls 87.83 SF Ceiling
 378.90 SF Walls & Ceiling 87.83 SF Floor
 9.23 SY Flooring 38.17 LF Floor Perimeter
 38.17 LF Ceil. perimeter Height 7'9"

<u>DESCRIPTION</u>	<u>QTY</u>	<u>REMOVE</u>	<u>REPLACE</u>	<u>TAX</u>	<u>O&P</u>	<u>TOTAL</u>
R&R shelving - 12' - in place	19.50 LF	0.24	6.19	3.58	25.80	154.77
Seal & paint wood shelving, 12" - 24" width	19.50 LF	0.00	2.45	0.47	9.66	57.91
R&R 5/8" drywall - hung, taped, ready for texture	295.79 SF	0.26	1.13	8.70	83.96	503.81
Texture drywall - heavy hand texture	295.79 SF	0.00	0.43	1.95	25.84	154.98
Seal/prime then paint the walls twice (3 coats)	295.79 SF	0.00	0.69	4.08	41.64	249.82
R&R furring strip - 1" x 3"	86.40 SF	0.25	0.62	3.07	15.65	93.89
R&R door stop	1.00 EA	1.13	3.58	0.19	0.98	5.88
R&R acoustic ceiling tile	86.40 SF	0.37	2.34	9.55	48.74	292.43
R&R batt insulation - 4" - R 13 - unfaced batt	148.00 SF	0.15	0.53	3.46	20.82	124.92
R&R polyethylene vapor barrier	148.00 SF	0.05	0.14	0.44	5.70	34.26
R&R carpet pad	87.83 SF	0.07	0.60	2.40	120.25	73.50
Remove carpet	87.83 SF	0.17	0.00	0.00	2.99	17.92

CONTINUED - bed 2

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
Carpet 15 % waste added for carpet	95.58 SF	0.00	3.18	15.37	63.86	383.17
R&R trim board - 1" x 4" - installed (pine)	21.20 LF	0.24	2.49	2.36	12.05	72.29
Construction clean up	6.00 HR	32.00	0.00	7.83	39.97	239.80
R&R trim board - 1" x 2" - installed (pine) trim around ceiling tile and wall	38.17 LF	0.22	1.59	1.58	14.14	84.81
Seal & paint trim - two coats shelving trim and around ceiling	57.50 LF	0.00	0.77	0.35	8.94	53.57
R&R baseboard - 3 1/4"	38.17 LF	0.28	2.10	2.52	18.68	112.05
Paint baseboard - two coats	38.17 LF	0.00	0.78	0.25	6.02	36.04
R&R light fixture	1.00 EA	5.18	48.52	1.58	11.06	66.34
Blown-in insulation - 14" depth - R38	87.83 SF	0.00	1.60	5.73	29.25	175.51
Remove blown-in insulation - machine removal	87.83 SF	0.96	0.00	3.44	17.55	105.31
General demolition - per hour Labor intensive	8.00 HR	32.00	0.00	0.00	51.20	307.20
Seal underlayment for odor control	87.83 SF	0.00	0.28	1.00	5.12	30.71
R&R clothes dresser 4 drawer - wood	1.00 EA	12.56	421.00	17.69	90.25	541.50
R&R window curtain & rod	1.00 EA	5.28	86.44	3.74	19.09	114.55
R&R vinyl window - double hung, 9- 12 sf	1.00 EA	14.03	225.58	11.21	50.16	300.98
Add. Charge for a retrofit window, 3-11 sf - difficult	1.00 EA	0.00	94.51	0.50	19.00	114.01
R&R interior door - colonist - pre- hung unit	1.00 EA	11.65	120.62	5.43	27.54	165.24
Paint door slab only - 2 coats (per side)	2.00 EA	0.00	17.97	0.74	7.32	44.00
Door knob - interior	1.00 EA	0.00	43.91	1.79	9.14	54.84
R&R casing - 2 1/2"	17.00 LF	0.32	1.35	0.86	5.86	35.11
Paint casing - two coats	17.00 LF	0.00	0.78	0.11	2.68	16.05

Totals: bed 2 4817.17

bathroom 183.42 SF Walls 34.17 SF Ceiling
 217.58 SF Walls & Ceiling 34.17 SF Floor

CONTINUED - bathroom

3.80 SY Flooring
23.67 LF Ceil. perimeter

23.67 LF Floor Perimeter
Height 7'9"

<u>DESCRIPTION</u>	<u>QTY</u>	<u>REMOVE</u>	<u>REPLACE</u>	<u>TAX</u>	<u>O&P</u>	<u>TOTAL</u>
R&R vanity	1.67 LF	4.67	118.23	9.82	43.04	258.27
R&R sink - single	1.00 EA	11.65	192.07	8.19	42.40	254.31
Sink faucet - bathroom	1.00 EA	0.00	134.51	5.66	28.04	168.21
R&R toilet	1.00 EA	15.54	268.89	9.72	58.82	352.97
R&R fiberglass tub surround only - Standard grade	1.00 EA	23.30	242.40	6.86	54.52	327.08
R&R bathtub	1.00 EA	46.60	553.58	19.49	123.94	743.61
R&R 5/8" drywall - hung, taped, ready for texture	183.42 SF	0.26	1.13	5.39	52.08	312.42
Texture drywall - heavy hand texture	183.42 SF	0.00	0.43	1.21	16.02	96.10
Seal/prime then paint the walls twice (3 coats)	183.42 SF	0.00	0.69	2.53	25.82	154.91
R&R furring strip - 1" x 3" for ceiling tile	34.17 SF	0.25	1.44	2.36	12.02	72.13
R&R acoustic ceiling tile	34.17 SF	0.37	2.34	3.01	19.12	114.73
R&R batt insulation - 4" - R13 - unfaced batt	96.00 SF	0.15	0.53	2.25	13.52	81.05
General demolition - per hour Labor intensive	6.00 HR	32.00	0.00	0.00	38.40	230.40
R&R door stop	1.00 EA	1.13	3.58	0.19	0.98	5.88
Construction clean up	5.00 HR	32.00	0.00	6.53	33.31	199.84
R&R polyethylene vapor barrier	96.00 SR	0.05	0.14	0.29	3.70	22.23
R&R trim board - 1" x 2" - installed (pine)	23.67 LF	0.22	1.59	0.98	8.76	52.59
Rough in plumbing - per fixture	2.00 EA	0.00	281.04	0.00	112.42	674.50
Seal & paint trim - two coats shelving trim and around ceiling	23.67 LF	0.00	0.77	0.14	3.66	22.03
Blown-in insulation - 14" depth - R38	34.17 SF	0.00	1.60	2.23	11.38	68.28
Remove blown-in insulation - machine removal	34.17 SF	0.96	0.00	0.62	6.68	40.10
R&R vinyl window, horizontal sliding, 3-11 sf	1.00 EA	14.03	150.32	6.70	34.20	205.25
Add. charge for a retrofit window, 3-11 sf - difficult	1.00 EA	0.00	94.51	0.50	19.00	114.01

CONTINUED - bathroom

<u>DESCRIPTION</u>	<u>QTY</u>	<u>REMOVE</u>	<u>REPLACE</u>	<u>TAX</u>	<u>O&P</u>	<u>TOTAL</u>
R&R interior door - colonist - pre-hung unit	1.00 EA	11.65	120.62	5.43	27.54	165.24
Paint door slab only - 2 coats (per side)	2.00 EA	0.00	17.97	0.74	7.32	44.00
Door knob - interior	1.00 EA	0.00	43.91	1.79	9.14	54.84
R&R casing - 2 1/4"	17.00 LF	0.32	1.35	0.86	5.86	35.11
Paint casing - two coats	17.00 LF	0.00	0.78	0.11	2.68	16.05
R&R medicine cabinet - standard grade	2.00 EA	11.19	83.25	7.97	39.38	236.23
R&R towel bar	2.00 EA	3.89	25.38	2.02	12.12	72.68
R&R toilet paper holder	1.00 EA	3.11	20.92	0.74	4.94	29.71
R&R tub/shower faucet	1.00 EA	15.54	227.21	8.57	50.26	301.58
R&R Exhaust fan	1.00 EA	9.32	140.16	3.05	30.52	183.05
R&R light bar - 3 lights	1.00 EA	12.43	60.03	1.79	14.84	89.09
R&R ceramic tile - standard grade	217.58 SF	1.12	8.49	34.73	425.14	2550.81
Tile/ cultured marble installer - per hour	2.00 HR	0.00	78.83	0.00	31.49	188.95
Seal underlayment for odor control	34.17 SF	0.00	0.28	1.50	7.67	46.04
R&R tile base	23.67 LF	1.31	13.02	13.83	70.61	423.63

Totals: Bathroom

9007.91

Kitchen 479.21 SF Walls 185.72 SF Ceiling
 664.93 SF Walls & Ceiling 185.72 SF Floor
 20.64 SY Flooring 61.83 LF Floor Perimeter
 61.83 LF Ceil. perimeter Height 7'9"

<u>DESCRIPTION</u>	<u>QTY</u>	<u>REMOVE</u>	<u>REPLACE</u>	<u>TAX</u>	<u>O&P</u>	<u>TOTAL</u>
R&R countertop - flat laid plastic laminate	14.50 LF	2.68	33.03	22.63	108.08	648.51
R&R countertop subdeck - particle board	14.50 LF	0.42	1.94	0.85	7.02	42.09
R&R cabinetry - lower (base) units	7.25 LF	4.67	145.21	54.32	228.20	1369.15
R&R cabinetry - upper (wall) units	7.08 LF	4.67	103.25	35.22	159.86	959.15
R&R vinyl window, horizontal sliding, 3-11 sf	1.00 EA	14.03	150.32	6.70	34.20	205.25

CONTINUED - kitchen

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
Add. Charge for a retrofit window, 3-11 sf - difficult	2.00 EA	0.00	94.51	1.01	38.00	228.03
R&R interior door - colonist - pre Hung unit	1.00 EA	11.65	194.70	8.42	42.95	257.72
Paint door slab only - 2 coats (per side)	2.00 EA	0.00	17.97	0.74	7.32	44.00
Door knob - interior	1.00 EA	0.00	43.91	1.79	9.14	54.84
R&R casing 2 1/4"	68.00 LF	0.32	1.35	3.43	23.40	140.39
Paint casing - two coats	68.00 LF	0.00	0.78	0.45	10.70	64.19
R&R exterior door - metal - insulated - Flush or panel style	1.00 EA	13.31	226.34	10.90	50.10	300.65
Door lockset & deadbolt - exterior	1.00 EA	0.00	93.50	3.81	19.46	116.77
Paint & paint door slab only - exterior (per side)	2.00 EA	0.00	27.24	1.34	11.16	66.98
R&R furnace - wall - single, 35,000 BTU	1.00 EA	39.09	1412.49	59.22	302.16	1812.96
R&R sink - double	1.00 EA	12.43	297.45	14.28	64.84	389.00
Sink faucet - kitchen	1.00 EA	0.00	165.20	6.74	34.39	206.33
Clean floor - tile - heavy clean	185.72 SF	0.00	0.82	6.21	30.46	188.99
R&R door stop	1.00 EA	1.13	3.58	0.19	0.98	5.88
Grout sealer	185.72 SF	0.00	1.01	1.67	37.86	227.11
R&R tile base	58.67 LF	1.31	13.02	34.30	175.01	1050.05
Cleaning technician - per hour	16.00 HR	0.00	29.23	0.00	93.54	561.22
R&R shelving - 12" - in place	3.00 LF	0.24	6.19	0.55	3.98	23.82
Seal & paint wood shelving, 12" - 24" width	3.00 LF	0.00	2.45	0.07	1.50	8.92
R&R 5/8" drywall - hung, taped, ready for texture	479.21 SF	0.26	1.13	14.09	136.04	816.23
Texture drywall - heavy hand texture	479.21 SF	0.00	0.43	3.16	41.86	251.08
Seal/prime then paint the walls twice (3 coats)	479.21 SF	0.00	0.69	6.61	67.46	404.72
R&R furring strip - 1" x 3" for ceiling tile	185.72 SF	0.25	1.44	12.81	65.34	392.02
R&R acoustic ceiling tile	185.72 SF	0.37	2.34	16.38	103.94	623.62
R&R batt insulation - 4" - R 13 - unfaced batt	239.60 SF	0.15	0.53	5.61	33.70	202.24
R&R polyethylene vapor barrier	239.00 SF	0.05	0.14	0.72	9.24	53.37

CONTINUED - kitchen

<u>DESCRIPTION</u>	<u>QTY</u>	<u>REMOVE</u>	<u>REPLACE</u>	<u>TAX</u>	<u>O&P</u>	<u>TOTAL</u>
R&R trim board - 1" x 4" - installed (pine) shelving trim	19.33 LF	0.24	2.49	1.73	10.88	65.38
R&R trim board - 1" x 2" - installed (pine) trim around ceiling tile and wall	61.83 LF	0.22	1.59	2.56	22.90	137.37
Seal & paint trim - two coats	81.17 LF	0.00	0.77	0.49	12.60	75.59
Floor cleaning labor minimum	1.00 EA	0.00	12.32	0.00	2.46	14.78
R&R light fixture	1.00 EA	5.18	48.52	1.58	11.06	66.34
Blown-in insulation - 14" depth - R13	185.72 SF	0.00	0.93	8.36	36.22	217.30
Remove blown-in insulation - machine removal	185.72 SF	0.96	1.60	12.12	61.85	371.12
R&R vinyl window - double hung, 9-12 sf	1.00 EA	14.03	225.58	11.21	50.16	300.98
R&R thermostat	1.00 EA	2.91	57.16	2.45	12.50	62.52
Construction clean up	10.00 HR	32.00	0.00	13.06	6.61	309.67
R&R window curtain & rod	2.00 EA	5.28	86.44	7.48	8.18	229.10
General demolition - per hour Labor intensive	11.00 HR	32.00	0.00	0.00	70.40	422.40
R&R refrigerator - standard grade	1.00 EA	13.33	831.00	34.45	175.76	1054.54
R&R gas stove/oven - standard grade	1.00 EA	10.55	764.00	31.60	161.23	967.38
R&R stove hood w fan/light	1.00 EA	15.71	175.00	7.78	39.70	238.19
R&R microwave - standard grade	1.00 EA	8.34	275.00	11.56	58.98	353.88
R&R microwave stand - wooden	1.00 EA	9.71	225.00	9.58	48.86	293.15
R&R table w chairs (4) - wooden	1.00 EA	16.82	758.00	31.61	157.96	964.39
R&R floor rugs - standard grade	3.00 EA	3.11	185.99	22.81	113.99	704.10
R&R couch - standard grade	1.00 EA	14.86	859.00	35.65	181.90	1091.41

Totals: kitchen 19,656.84

Exterior

Exterior	3138.23 SF Walls	2923.08 SF Ceiling
	6061.31 SF Walls & Ceiling	2894.63 SF Floor
	321.63 SY Flooring	320.50 LF Floor Perimeter
	320.91 LF Ceil. perimeter	Height sloped

CONTINUED - exterior

<u>DESCRIPTION</u>	<u>QTY</u>	<u>REMOVE</u>	<u>REPLACE</u>	<u>TAX</u>	<u>O&P</u>	<u>TOTAL</u>
General demolition - per hour labor intensive	7.00 HR	32.00	0.00	0.00	44.80	268.80
R&R siding - vinyl whole front need to be replaced - not matchable	2197.00 SF	0.27	2.61	258.04	1316.50	7899.02
R&R vinyl J trim wrap around doors and windows	110.00 LF	0.65	2.09	12.30	62.74	376.44
R&R rigid foam insulation board- 3/4"	580.00 SF	0.20	0.70	21.30	108.66	651.96
R&R soffit - metal all soffit need to be replaced - not matchable	264.00 SF	0.19	3.63	61.01	311.30	1867.84
R&R fascia - metal - 8" all fascia need to be replaced - not matchable	210.50 LF	0.21	3.77	34.18	174.39	1046.36
R&R metal roofing - high grade	1078.00 SF	0.31	4.42	130.01	1045.80	6274.75
Ice & water shield	301.00 SF	0.00	0.87	10.68	54.51	327.06
R&R exhaust cap - through roof - 6" to 8"	7.00 EA	5.58	46.33	12.08	75.12	450.67
R&R sheathing - OSB	204.00 SF	0.35	1.90	18.45	94.14	564.84
R&R soffit & fascia - wood - 1" Overhang	16.00 LF	0.67	6.87	4.92	25.11	637.75
Carpenter - general framer - per hour Extra time to retrofit sheathing and prep for new wood	6.00 HR	0.00	38.88	0.00	46.66	279.94
Construction clean up	8.00 HR	32.00	0.00	0.00	51.20	307.20
Total: exterior						19,115.82

Labor Minimums Applied

<u>DESCRIPTION</u>	<u>QTY</u>	<u>REMOVE</u>	<u>REPLACE</u>	<u>TAX</u>	<u>O&P</u>	<u>TOTAL</u>
Flooring cleaning labor minimum	1.00 EA	0.00	12.32	0.00	2.46	14.78
Hazardous water/mold rem. Labor min	1.00 EA	0.00	125.70	0.00	25.14	150.84
Totals: labor minimum applied						165.62

Misc Items

<u>DESCRIPTION</u>	<u>QTY</u>	<u>REMOVE</u>	<u>REPLACE</u>	<u>TAX</u>	<u>O&P</u>	<u>TOTAL</u>
Missed rental income apt # 10	123 days	0.00	17.00	0.00	418.20	2509.20

CONTINUED - misc items

<u>DESCRIPTION</u>	<u>QTY</u>	<u>REMOVE</u>	<u>REPLACE</u>	<u>TAX</u>	<u>O&P</u>	<u>TOTAL</u>
Misc - smoke damage to apt #11						
Missed rental income	99 days	0.00	17.00	0.00	336.60	2019.60
Cleaning technician - per hour labor intensive	36.00 HR	0.00	29.23	0.00	201.46	1253.74
Clean floor - tile - heavy clean	185.72 SF	0.00	0.82	6.24	30.46	188.99
Grout sealer	185.72 SF	0.00	1.01	1.67	37.86	227.11
Seal/prime then paint the walls and ceiling twice (3 coats)	1729.92 SF	0.00	0.69	48.70	248.47	1446.81
Seal & paint trim - two coats	165.67 LF	0.00	0.77	5.20	26.55	159.32
Seal & paint door slab- 2 coats per side	6.00 EA	0.00	17.97	4.40	22.44	134.66
Seal & paint door slab exterior per side	4.00 EA	0.00	27.24	4.45	22.68	136.09
Seal & paint casing	272.00 LF	0.00	0.80	8.88	45.30	271.78
Seal & paint closet shelving	2.00 EA	0.00	27.77	2.27	11.56	69.37
R&R carpet pad - standard grade	263.34 SF	0.07	0.60	7.20	36.73	220.37
R&R carpet - standard grade	263.34 SF	0.17	3.18	35.99	183.64	1101.82
Clean bathroom fixture	2.00 EA	0.00	29.50	2.41	12.28	73.69
R&R window curtains - standard grade	5.00 EA	5.28	86.44	0.71	95.46	572.77
R&R shower rod/ curtain/ rings	1.00 EA	3.55	62.55	2.70	13.76	82.56
R&R floor rugs -standard grade	3.00 EA	3.11	158.26	19.75	100.77	604.63
R&R couch - standard grade	1.00 EA	14.86	859.00	35.65	181.90	1091.41
R&R mattress/box springs (double)	2.00 EA	6.24	419.00	34.70	177.04	1062.22
Misc - smoke damage to apt #12						
Missed rental income	102 days	0.00	17.00	0.00	346.80	2080.80
Cleaning technician - per hour labor intensive	36.00 HR	0.00	29.23	0.00	201.46	1253.74
Clean floor - tile - heavy clean	185.72 SF	0.00	0.82	6.24	30.46	188.99
Grout sealer	185.72 SF	0.00	1.01	1.67	37.86	227.11
Seal/prime then paint the walls and ceiling twice (3 coats)	1729.92 SF	0.00	0.69	48.70	248.47	1446.81
Seal & paint trim - two coats	165.67 LF	0.00	0.77	5.20	26.55	159.32

CONTINUED - misc items

<u>DESCRIPTION</u>	<u>QTY</u>	<u>REMOVE</u>	<u>REPLACE</u>	<u>TAX</u>	<u>O&P</u>	<u>TOTAL</u>
Seal & paint door slab- 2 coats per side	6.00 EA	0.00	17.97	4.40	22.44	134.66
Seal & paint door slab exterior per side	4.00 EA	0.00	27.24	4.45	22.68	136.09
Seal & paint casing	272.00 LF	0.00	0.80	8.88	45.30	271.78
Seal & paint closet shelving	2.00 EA	0.00	27.77	2.27	11.56	69.37
R&R carpet pad - standard grade	263.34 SF	0.07	0.60	7.20	36.73	220.37
R&R carpet - standard grade	263.34 SF	0.17	3.18	35.99	183.64	1101.82
Clean bathroom fixture	2.00 EA	0.00	29.50	2.41	12.28	73.69
R&R window curtains - standard grade	5.00 EA	5.28	86.44	0.71	95.46	572.77
R&R shower rod/ curtain/ rings	1.00 EA	3.55	62.55	2.70	13.76	82.56
R&R floor rugs -standard grade	3.00 EA	3.11	158.26	19.75	100.77	604.63
R&R couch - standard grade	1.00 EA	14.86	859.00	35.65	181.90	1091.41
R&R mattress/box springs (double)	2.00 EA	6.24	419.00	34.70	177.04	1062.22
Total: Misc						22,902.68
Compensation to other tenants (apts #1- #20) for no electricity to apartment complex for 4 days (wasted food in frig/freezer + lack of housing for 4 days)						8623.00
Line Item Totals: RENCHER						100,668.67

Grand Total Areas:

1325.32 SF Walls	404.60 SF Ceiling	1729.92 SF Walls and Ceiling
404.60 SF Floor	44.96 SY Flooring	165.67 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	165.67 LF Ceil. Perimeter
404.60 Floor Area	446.65 Total Area	1325.32 Interior Wall Area
761.99 Exterior Wall area	84.67 Exterior Perimeter of walls	
0.00 Surface Area	0.00 Number of Squares	0.00 Total Perimeter Length
0.00 Total Ridge Length	0.00 Total Hip Length	

Exhibit “C”

**SWORN STATEMENT CONCERNING THE FINAL BID PROVIDED TO
FARMER'S INSURANCE**

The Sundown Apartments located at 20001 W Broadway in Idaho Falls, Idaho had a fire on May 26, 2014. The fire started in the south bedroom of apartment #10, and caused significant fire/smoke damage to apartments #10, #11, and #12. The restoration bid (enclosed) given by Quality Construction and Excavation LLC (the restoration company) to Rencher/Sundown LLC (the claimant) provided to Farmer's Insurance (the insurance company of the insured renter/tenant Butch Pearson) is reasonable, accurate, and customary. It reflects the restoration work needed to restore the Sundown Apartments to a "Pre-loss Condition".

The two restoration bids ordered by Farmer's Insurance are comparable to the final bid submitted by Rencher/ Sundown LLC (enclosed) except certain omitted items which they were not informed of. Specifically, they were not told that the apartments were furnished, or that the tenant's content removal would be the responsibility of the restoration company, or that the adjoining damaged apartments should be examined and included in the bid, or that the loss of rents would be covered by the renter's insurance policy. Thus the other two restoration bids neglected to include the costs connected to:

1) the damage to apartments #11 and #12;

These apartments were not examined, photographed, or evaluated as to costs to repair the fire/smoke/insulation damage. The insured renter/tenant's policy included coverage for any and all damage to the entire apartment complex. This was entirely omitted.

**SWORN STATEMENT CONCERNING THE FINAL BID PROVIDED TO
FARMER'S INSURANCE (cont.)**

2) the landlord's appliances, furniture, and furnishings;

These are furnished apartments. The landlord supplies the appliances (refrigerator, microwave, stove/oven); furniture (kitchen table, chairs, couch, clothes dressers, microwave stand); and furnishings (rugs, curtains, mirrors, wall hangings, pictures).

These were all omitted.

3) the loss of rents;

The landlord did not receive rent payments while the damaged apartments #10, #11, and #12 were unable to be occupied. Apartment #10 had no tenants from May 26, 2014, to Sept 25, 2014 causing a loss of rent totaling \$2091. Apartment #11 had no tenants from May 26, 2014, to Sept 1, 2014 causing a loss of rent totaling \$1683. Apartment #12 had no tenants from May 26, 2014, to Sept 4, 2014 causing a loss of rent totaling \$1734.

This was entirely omitted.

4) the removal of the tenant's burnt contents;

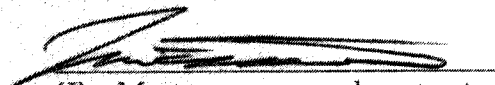
The removal of the renter/tenant's burnt personal items was necessary to begin the rebuilding of the apartment. The restoration company had to clean out all the renter/tenant's content burnt debris before removing and replacing any structural damage. The cost and labor for removing and replacing each specific structural item is included in the specific itemized bid price; such as, the cabinets, doors, carpet, walls, windows, etc. However, the removal of the renter/tenant's destroyed contents is not included in any of

**SWORN STATEMENT CONCERNING THE FINAL BID PROVIDED TO
FARMER'S INSURANCE (cont.)**

the line items listed in the bid. This is contained in the general demolition labor category. This was omitted.

The enclosed final bid includes the above four listed categories previously omitted by the estimated bids (which were ordered and are being used by Farmer's Insurance to deny this claim). There is no discrepancy in the bids. The estimated bids were purposely not informed of the four above listed categories and thus never evaluated and thus omitted from their bids.

The enclosed bid submitted by Claimant: Rencher/ Sundown LLC truthfully reflects the restoration work done by Quality Construction and Excavation LLC which was required to restore the Sundown Apartments after a fire caused significant damage on May 26, 2014.



(Jim Mortensen, general contractor for Quality Construction and Excavation LLC)



(Tamla Rencher, manager for Rencher/ Sundown LLC)

Gary L. Cooper - Idaho State Bar #1814
 J. D. Oborn - Idaho State Bar #9294
 COOPER & LARSEN, CHARTERED
 151 North Third Avenue, Second Floor
 P.O. Box 4229
 Pocatello, ID 83205-4229
 Telephone: (208) 235-1145
 Facsimile: (208) 235-1182
 Email: gary@cooper-larsen.com
jd@cooper-larsen.com

BONNEVILLE COUNTY
 IDAHO FALLS, IDAHO
 2017 SEP 21 PM 4:38

Counsel for Defendants

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE
 STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNEVILLE

RENCHER/SUNDOWN, LLC,)
)
 Petitioner,)
)
 vs.)
)
 BUTCH PEARSON and FARMERS)
 INSURANCE,)
)
 Respondents.)
 _____)

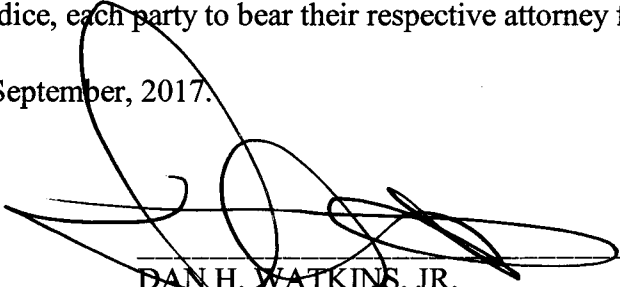
CASE NO. CV-2017-3073

**JUDGMENT DISMISSING FARMERS
 INSURANCE WITH PREJUDICE**

JUDGMENT IS ENTERED AS FOLLOWS:

IT IS HEREBY ORDERED that the above and foregoing case against Defendant Farmers Insurance be dismissed with prejudice, each party to bear their respective attorney fees and costs.

DATED this 15 day of September, 2017.



 DAN H. WATKINS, JR.
 District Judge

RECEIVED

SEP 14 2017

Per _____

CLERK'S CERTIFICATE OF SERVICE

I hereby certify that on the 21 day of September, 2017, I served a true and correct copy of the foregoing to:

Troy E. Rasmussen
Attorney at Law
P. O. Box 818
Rexburg, ID 83440

U.S. mail
 Express mail
 Hand delivery
 Facsimile:
 Electronic: traal.pllc@gmail.com

Gary L. Cooper
J. D. Oborn
Cooper & Larsen
151 N Third Avenue, Second Floor
P. O. Box 4229
Pocatello, ID 83205-4229

U.S. mail
 Express mail
 Hand delivery
 Facsimile: 208-235-1182
 Electronic: gary@cooper-larsen.com
jd@cooper-larsen.com

CLERK OF THE COURT

By:

Deputy Clerk



Gary L. Cooper - Idaho State Bar #1814
J. D. Oborn - Idaho State Bar #9294
COOPER & LARSEN, CHARTERED
151 North Third Avenue, Second Floor
P.O. Box 4229
Pocatello, ID 83205-4229
Telephone: (208) 235-1145
Facsimile: (208) 235-1182
Email: gary@cooper-larsen.com
jd@cooper-larsen.com

Counsel for Defendant

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNEVILLE

RENCHER/SUNDOWN, LLC,)
)
Petitioner,)
)
vs.)
)
BUTCH PEARSON,)
)
)
Respondent.)
_____)

CASE NO. CV-2017-3073

MOTION TO DISMISS COMPLAINT

COMES NOW the Defendant Butch Pearson, and by way of special appearance pursuant to IRCP 4.1 and IRCP 12(b)(2), (4) and (5), move this Court for an Order dismissing the Verified Complaint that has been filed in this matter as it has not been served within six (6) months as required by IRCP 4(b)(2).

STATEMENT OF FACTS¹

Plaintiff Rencher/Sundown, LLC owns and operates apartments located at 2001

¹ Statements from the Verified Complaint are assumed to be true only for purposes of this motion. The Statement of Facts should not be considered an admission by Farmers Insurance that such statements are factual or not in dispute.

Broadway in Idaho Falls. Complaint, ¶ 5. Butch Pearson, who has not yet made an appearance in this action, was a tenant in the apartments. Complaint, ¶ 6. Plaintiff alleges that Pearson started a fire and that the fire resulted in damage to the apartment complex and Plaintiff's property inside the apartment complex. Complaint, ¶¶ 6-9. The Complaint was filed on May 25, 2017. Butch Pearson has not been served with the Summons or Complaint.

Butch Pearson filed for Bankruptcy in Bankruptcy Case No. 17-41037 and listed Rencher/Sundown as a creditor. (See attached page 12 or Schedule E/F Creditors Who Have Unsecured Claims). Butch Pearson was granted an Order of Discharge by Judge Pappas on February 26, 2018. (See attached Order of Discharge). Rencher/Sundown was served with notice of the Order of Discharge by the bankruptcy court. (See attached Notice Recipients).

CONTROLLING LAW

Rule 4(b)(2) of the Idaho Rules of Civil Procedure requires service of the summons and complaint within six months of the filing of the complaint. *Elliott v. Verska*, 152 Idaho 280, 287, 271 P.3d 678, 685 (2012). If service is not accomplished within the six month time period specified in IRCP 4(b)(2), dismissal is mandatory unless good cause is demonstrated by the Plaintiff for the failure to timely serve. *Id.* at 288, 271 P.3d at 686. There are several factors the Court is not to consider as "good cause" when considering dismissal under IRCP 4(b)(2). They include the following:

- The Plaintiff's claim would be barred by the statute of limitations;
- That the failure to serve does not prejudice the Defendant;
- That settlement negotiations are ongoing;
- That the Defendant has notice of the pending litigation through other means; and

- The timing of the motion to dismiss.

Id. at 287-290, 271 P.3d at 686-88.

Idaho Supreme Court explained the good cause analysis that the Court is to conduct when evaluating a motion to dismiss pursuant to IRCP 4(b)(2).

C. Good cause analysis. “[T]he determination of whether good cause exists is a factual one.” *Sammis v. Magnetek, Inc.*, 130 Idaho 342, 346, 941 P.2d 314, 318 (1997). “The burden is on the party who failed to effect timely service to demonstrate good cause.” *Martin v. Hoblit*, 133 Idaho 372, 375, 987 P.2d 284, 287 (1999). When deciding whether there was good cause, the court “must, considering the totality of the circumstances, determine whether the plaintiff had a legitimate reason for not serving the defendant with a copy of the state complaint during the relevant time period.” *Nerco Minerals Co. v. Morrison Knudsen Corp.*, 132 Idaho 531, 534, 976 P.2d 457, 460 (1999). “Courts look to factors outside of the plaintiff’s control including sudden illness, natural catastrophe, or evasion of service of process.” *Harrison v. Bd. of Prof’l Discipline of Idaho State Bd. of Med.*, 145 Idaho 179, 183, 177 P.3d 393, 397 (2008). In deciding whether there were circumstances beyond the plaintiff’s control that justified the failure to serve the summons and complaint within the six-month period, the court must consider whether the plaintiff made diligent efforts to comply with the time restraints imposed by Rule 4(a)(2). *Martin*, 133 Idaho at 377, 987 P.2d at 289.

Id.

LEGAL ANALYSIS AND ARGUMENT

- I. More than a year has passed since the Verified Complaint was filed and Rencher/Sundown has not served Butch Pearson with the Summons and/or Verified Complaint. As such, the Verified Complaint should be dismissed pursuant to IRCP 4(b)(2).**

IRCP 4(b)(2) and the above cited case law establish that the Court must dismiss a complaint if it has not been served within six months of the filing of the complaint. In this case, over a year has passed since the Verified Complaint was filed and Butch Pearson has not been served with the Summons and/or Verified Complaint. As such, the Verified Complaint must be dismissed.

The burden is on Rencher/Sundown to demonstrate good cause for the failure to timely effect service. However, Rencher/Sundown cannot show good cause because Butch Pearson named Rencher/Sundown as creditor in his bankruptcy proceedings. As such, Rencher/Sundown knew where Butch Pearson would be during hearings in the bankruptcy proceedings but did not serve him. Rencher/Sundown could have also filed a proof of claim in the bankruptcy proceedings to establish its claim against Pearson in the bankruptcy matter. Rencher/Sundown did not take advantage of those opportunities to have Pearson served or to pursue its claim in the bankruptcy case.

II. Pearson was granted a Order of Discharge in the bankruptcy case which specifically prohibits creditors from collecting or attempting to collect on discharged debts.

Judge Pappas issued an Order of Discharge on February 26, 2018, in Pearson's bankruptcy case. The Order specifically states that creditors cannot collect on discharged debts or make any attempt to collect by suing the debtor. Rencher/Sundown was a named creditor in the bankruptcy proceeding. The Notice Recipients that was issued by the bankruptcy court states that Rencher/Sundown received notice of the Order. As such, Rencher/Sundown is prohibited from pursuing this claim in state court. As such, the Verified Complaint should be dismissed as Rencher/Sundown is prohibited by a valid Order from pursuing this lawsuit against Pearson.

CONCLUSION

For the forgoing reasons, the Verified Complaint should be dismissed.

DATED this 7th day of June, 2018.

COOPER & LARSEN



GARY L. COOPER

CERTIFICATE OF SERVICE

I hereby certify that on the 7th day of June, 2018, I served a true and correct copy of the foregoing to:

Troy E. Rasmussen
Attorney at Law
P. O. Box 818
Rexburg, ID 83440

- U.S. mail
- Express mail
- Hand delivery
- Facsimile:
- Electronic: traal.pllc@gmail.com



GARY L. COOPER

Debtor 1 **Butch W Pearson**
 Debtor 2 **Sandy Marrie Pearson**

Case number (if know) _____

4.3
1

Rebound Fin

Nonpriority Creditor's Name

**626 S Woodruff
 Idaho Falls, ID 83401**

Number Street City State Zip Code

Who incurred the debt? Check one.

- Debtor 1 only
- Debtor 2 only
- Debtor 1 and Debtor 2 only
- At least one of the debtors and another
- Check if this claim is for a community debt

Is the claim subject to offset?

- No
- Yes

Last 4 digits of account number **2001**

\$576.00

When was the debt incurred? **Opened 9/26/16 Last Active 2/15/17**

As of the date you file, the claim is: Check all that apply

- Contingent
- Unliquidated
- Disputed
- Type of NONPRIORITY unsecured claim:
 - Student loans
 - Obligations arising out of a separation agreement or divorce that you did not report as priority claims
 - Debts to pension or profit-sharing plans, and other similar debts
 - Other. Specify **Secured**

4.3
2

Rencher Sundown LLC

Nonpriority Creditor's Name

**PO BOX 50983
 Idaho Falls, ID 83405**

Number Street City State Zip Code

Who incurred the debt? Check one.

- Debtor 1 only
- Debtor 2 only
- Debtor 1 and Debtor 2 only
- At least one of the debtors and another
- Check if this claim is for a community debt

Is the claim subject to offset?

- No
- Yes

Last 4 digits of account number _____

\$1,500.00

When was the debt incurred? _____

As of the date you file, the claim is: Check all that apply

- Contingent
- Unliquidated
- Disputed
- Type of NONPRIORITY unsecured claim:
 - Student loans
 - Obligations arising out of a separation agreement or divorce that you did not report as priority claims
 - Debts to pension or profit-sharing plans, and other similar debts
 - Other. Specify **2014 deficiency**

4.3
3

Riverbend Cash

Nonpriority Creditor's Name

**PO Box 557
 Hays, MT 59527**

Number Street City State Zip Code

Who incurred the debt? Check one.

- Debtor 1 only
- Debtor 2 only
- Debtor 1 and Debtor 2 only
- At least one of the debtors and another
- Check if this claim is for a community debt

Is the claim subject to offset?

- No
- Yes

Last 4 digits of account number _____

\$575.00

When was the debt incurred? _____

As of the date you file, the claim is: Check all that apply

- Contingent
- Unliquidated
- Disputed
- Type of NONPRIORITY unsecured claim:
 - Student loans
 - Obligations arising out of a separation agreement or divorce that you did not report as priority claims
 - Debts to pension or profit-sharing plans, and other similar debts
 - Other. Specify **2017 loan**

Information to identify the case:

Debtor 1 Butch W Pearson
First Name Middle Name Last Name

████████████████████ ████████████████████
EIN - - - - -

Debtor 2 Sandy Marrie Pearson
(Spouse, if filing) First Name Middle Name Last Name

████████████████████ ████████████████████
EIN - - - - -

United States Bankruptcy Court District of Idaho
Case number: 17-41037-JDP

Order of Discharge

12/15

IT IS ORDERED: A discharge under 11 U.S.C. § 727 is granted to:

Butch W Pearson

Sandy Marrie Pearson
aka Sandy Wilhelm

2/26/18

By the court: Jim D Pappas
United States Bankruptcy Judge

Explanation of Bankruptcy Discharge in a Chapter 7 Case

This order does not close or dismiss the case, and it does not determine how much money, if any, the trustee will pay creditors.

This order does not prevent debtors from paying any debt voluntarily or from paying reaffirmed debts according to the reaffirmation agreement. 11 U.S.C. § 524(c), (f).

Creditors cannot collect discharged debts

This order means that no one may make any attempt to collect a discharged debt from the debtors personally. For example, creditors cannot sue, garnish wages, assert a deficiency, or otherwise try to collect from the debtors personally on discharged debts. Creditors cannot contact the debtors by mail, phone, or otherwise in any attempt to collect the debt personally. Creditors who violate this order can be required to pay debtors damages and attorney's fees.

Most debts are discharged

Most debts are covered by the discharge, but not all. Generally, a discharge removes the debtors' personal liability for debts owed before the debtors' bankruptcy case was filed.

However, a creditor with a lien may enforce a claim against the debtors' property subject to that lien unless the lien was avoided or eliminated. For example, a creditor may have the right to foreclose a home mortgage or repossess an automobile.

Also, if this case began under a different chapter of the Bankruptcy Code and was later converted to chapter 7, debts owed before the conversion are discharged.

In a case involving community property: Special rules protect certain community property, owned by the debtor's spouse, even if that spouse did not file a bankruptcy case.

For more information, see page 2 >

Some debts are not discharged

Examples of debts that are not discharged are:

- ◆ debts that are domestic support obligations;
- ◆ debts for most student loans;
- ◆ debts for most taxes;
- ◆ debts that the bankruptcy court has decided or will decide are not discharged in this bankruptcy case;
- ◆ debts for most fines, penalties, forfeitures, or criminal restitution obligations;
- ◆ some debts which the debtors did not properly list;
- ◆ debts for certain types of loans owed to pension, profit sharing, stock bonus, or retirement plans; and
- ◆ debts for death or personal injury caused by operating a vehicle while intoxicated.

Also, debts covered by a valid reaffirmation agreement are not discharged.

In addition, this discharge does not stop creditors from collecting from anyone else who is also liable on the debt, such as an insurance company or a person who cosigned or guaranteed a loan.

This information is only a general summary of the bankruptcy discharge; some exceptions exist. Because the law is complicated, you should consult an attorney to determine the exact effect of the discharge in this case.

District/Off: 0976-4
 Case: 17-41037-JDP

User: admin
 Form ID: 318

Date Created: 02/26/2018
 Total: 68

Recipients submitted to the BNC (Bankruptcy Noticing Center) without an address:

4852339 Dana Donnelly

TOTAL: 1

Recipients of Notice of Electronic Filing:

ust US Trustee ustp.region18.bs.ecf@usdoj.gov
 aty Ryan E Farnsworth ryan@averylaw.net

TOTAL: 2

Recipients submitted to the BNC (Bankruptcy Noticing Center):

db	Butch W Pearson	1265 Bingham #4	Idaho Falls, ID 83402		
jdb	Sandy Marrie Pearson	1265 Bingham #4	Idaho Falls, ID 83402		
tr	R Sam Hopkins	POB 3014	Pocatello, ID 83206		
4852323	Aaron's Rent to Own	1385 E 17th St.	Idaho Falls, ID 83404		
4852324	Action Collection Svc	2115 S Vista Ave	Boise, ID 83705		
4852325	Ad Astra Recovery	7330 W 33rd Street N	Ste 118	Wichita, KS 67205	
4852326	Afni	Po Box 3097	Bloomington, IL 61702		
4852327	Akron Billing Center	2620 Ridgewood Rd Ste 300	Akron, OH 44313-3527		
4852328	Allianceone Rec Mgmt	Po Box 2449	Gig Harbor, WA 98335		
4852329	Alpine Jewelers	2789 S 25th E	Idaho Falls, ID 83406		
4852330	American Insurance Company	PO Box 9007	League City, TX 77574		
4852331	Anne Taylor Law	PO Box 3272	Coeur D Alene, ID 83816		
4852332	Bingham Memorial Hospital	98 Poplar St.	Blackfoot, ID 83221		
4852333	Bonneville Billing	Po Box 50820	Idaho Falls, ID 83405		
4852334	Bonneville Collections	Po Box 150621	Ogden, UT 84415		
4852335	Cable One	PO Box 78407	Phoenix, AZ 85062-8407		
4852336	Carmen Rankin	403 Eve Dr	Idaho Falls, ID 83401		
4852337	Check into Cash	1175 E 17th Street	Idaho Falls, ID 83404		
4852338	Credit Management, LP	The Offices of Credit Management, LP	Po Box 118288	Carrolton, TX 75011	
4852343	DJ Marc Cardinal	98 Poplar St	Blackfoot, ID 83221		
4852340	Dept Of Health welfare	450 W State St	Boise, ID 83702		
4852341	Dish Network	PO Box 94063	Palatine, IL 60094		
4852342	Diversified Equity	C/O Bryan Zollinger	PO Box 50731	Idaho Falls, ID 83405	
4852344	Dominique Roberts	213 4th St	Idaho Falls, ID 83402		
4852346	EIRMC	PO Box 740757	Cincinnati, OH 45274-0757		
4852347	ERC/Enhanced Recovery Corp	Attn: Bankruptcy	8014 Bayberry Rd	Jacksonville, FL 32256	
4852345	Eastern Idaho Health	3100 Channing Way	Idaho Falls, ID 83404		
4852348	Express Recovery	PO Box 26415	Salt Lake City, UT 84126-0415		
4852349	Falls Water	2180 N Deborah Drive	Idaho Falls, ID 83401		
4852350	Idaho Central Credit Union	240 N 25th E	Idaho Falls, ID 83401		
4852351	Idaho Department of Labor	317 W. Main Street	Boise, ID 83735		
4852352	Idaho Title Loans	1725 E 17th St	Idaho Falls, ID 83401		
4852353	Intermountain Emergency	O Box 96208	Oklahoma City, OK 73143		
4852354	Intermountain Emergency Phy	PO Box 96208	Oklahoma City, OK 73143		
4852355	Kassandra Johnson	3304 Briar Creek	Ammon, ID 83406		
4852356	Medford Readiological Group	842 Man	Medford, OR 97504-0136		
4852357	Medical Imaging Assoc	Bankruptcy Correspondence	PO Box 2671	Idaho Falls, ID 83403	
4852358	Medical Recovery	PO Box 51178	Idaho Falls, ID 83405		
4852361	NPAS	PO Box 99008	Bedford, TX 76095		
4852359	National Service Bureau, Inc	Po Box 747	Bothwell, WA 98041		
4852360	Noyes Law Firm	PO Box 15412	Boise, ID 83715		
4852363	PSI Environmental	6769 W Overland Drive	Idaho Falls, ID 83402-5700		
4852362	Phillips 66	PO Box 530942	Atlanta, GA 30353-0942		
4852364	Rebound Fin	626 S Woodruff	Idaho Falls, ID 83401		
4852365	Rencher Sundown LLC	PO BOX 50983	Idaho Falls, ID 83405		
4852366	River Valley Dental	PO Box 525	Shelley, ID 83274		
4852367	Riverbend Cash	PO Box 557	Hays, MT 59527		
4852369	Rocky Mountain Power	6026 Fashion Point Drive	Ogden, UT 84403		
4852368	Rocky Mountain Power	PO Box 26000	Portland, OR 97256-0001		
4852370	Security Finance of Idaho	DBA Mavrick Finance	3045 E 17th	Idaho Falls, ID 83406	
4852371	Securus Correctional Billing	PO Box 4016	Huntsville, TX 77342-4060		
4852372	Shearer Bonney, P.C.	P.O. Box 15412	Boise, ID 83715		
4852373	Shelley Veterinary Hospital	614 N. State	Shelley, ID 83274		
4852374	Smith Driscoll Assoc.	PO Box 50731	Idaho Falls, ID 83405		
4852375	Speed Connect	1665 N Woodruff	Idaho Falls, ID 83402		
4852376	Speedy Cash	PO Box 780408	Wichita, KS 67278		
4852377	Sprint	939 S25 E #104	Idaho Falls, ID 83406		

Discharge Ch 7: Notice Recipients Page 2 of 2

4852378	Sprint	PO Box 54977	Los Angeles, CA 90054
4852379	Steven Gomm	PO Box 1	Shelley, ID 83274
4852380	Stuart Allan Assoc	5447 E 5th St Ste 110	Tucson, AZ 85711
4852381	Todd Erickson	3456 E 17th Street #280	Idaho Falls, ID 83404
4852382	Trust Financial, Llc	307 W Judicial	Blackfoot, ID 83221
4852383	West Asset Management	PO BOX 790113	Saint Louis, MO 63179-0113
4852384	World Finance	108 Frederick St	Greenville, SC 29607
4852385	Xpress Cash Financial	2064 E 17th Street Ste 2	Idaho Falls, ID 83402

TOTAL: 65

Troy E. Rasmussen, Esq. I.S.B. #7957
Troy Rasmussen, Attorney at Law, PLLC
P.O. Box 818
Rexburg, Idaho 83440
Telephone: (435) 881-3143
Email: traal.pllc@gmail.com
Attorney for Petitioner

2018 JUL -5 PM 4:55

**IN THE DISTRICT COURT FOR THE SEVENTH JUDICIAL DISTRICT
FOR THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNEVILLE**

**RENCHER/SUNDOWN LLC,
Petitioner,**

vs.

**BUTCH PEARSON, and FARMERS
INSURANCE,
Respondents.**

Case No. CV-2017-3073

**PETITIONERS OPPOSITION TO
MOTION TO DISMISS BY
RESPONDENT BUTCH PEARSON**

COMES NOW Petitioner, Rencher/Sundown, LLC, by and through its attorney of record, Troy Rasmussen, Esq. of Troy Rasmussen, Attorney At Law, PLLC, and moves this Court to deny the Respondent Butch Pearson's Motion to Dismiss on the grounds that the Court has given leave of the Petitioner to effect Service by Publication and the Respondent's bankruptcy Order of Discharge is only effective for back rent owed and not for the fire damage that the Respondent caused to Petitioner's real property.

FACTS AND PROCEEDURAL BACKGROUND

This case was filed on May 25, 2017. At that time the Petitioner was working with Farmers Insurance to settle the claims against their insured, the Respondent Butch Pearson. Gary Cooper, filed a Notice of Appearance on behalf of Famers Insurance on August 22, 2017. Attempts to serve the Respondent at his last known residence were unsuccessful, since no one was ever home. The Petitioner filed a Second Summons on November 28, 2017, after attempts to locate the Respondent were unsuccessful. Petitioner finally hired the Sheriff of Bingham County to effect Service of Process. (*See Petitioner's Motion for Leave to Serve by Publication filed in this case*). The Court granted the Motion for Service by Publication on June 7, 2018.

Respondent waited until June 11, 2018 to file his Motion to Dismiss. The motion was filed after the Court Gave leave of the Petitioner to effect service through publication.

ARGUMENT

Rule 4(b)(2) of the Idaho Rules of Civil Procedure states:

Time Limit for Service. If a defendant is not served within 6 months after the complaint is filed, the court, on motion or on its own after 14 days' notice to the plaintiff, must dismiss the action without prejudice against that defendant. But if the plaintiff shows good cause for the failure, the court must extend the time for service for an appropriate period.

The Idaho Supreme Court has stated that, "[T]he determination of whether good cause exists is a factual one." *Sammis v. Magnetek, Inc.*, 130 Idaho 342, 346, 941 P.2d 314, 318 (1997). "The burden is on the party who failed to effect timely service to demonstrate good cause." *Martin v. Hoblit*, 133 Idaho 372, 375, 987 P.2d 284, 287 (1999). "When determining whether there good cause existed, the court must consider the totality of the circumstances, determine whether the plaintiff had a legitimate reason for not serving the defendant with a copy of the state complaint during the relevant time period." *Nerco Minerals Co. v. Morrison Knudsen Corp.*, 132 Idaho 531, 534, 976 P.2d 457, 460 (1999). "Courts look to factors outside of the plaintiff's control including sudden illness, natural catastrophe, or evasion of service of process." *Harrison v. Bd. of Prof'l Discipline of Idaho State Bd. of Med.*, 145 Idaho 179, 183, 177 P.3d 393, 397 (2008).

I. The Court Gave Leave Of The Plaintiff To Effect Service By Publication.

In this case, the Petitioner asked leave of the Court to effect Service by Publication because the Respondent was no longer living at his last known address and failed to leave a forwarding address. (*See Petitioner's Motion for Leave to Serve by Publication filed in this case*). Furthermore, the Petitioner could not find where the Respondent had moved to, but upon information and belief, the Respondent was presumed to be living in Idaho Falls, Idaho. Petitioner believes that the Respondent deliberately moved and left no forwarding address to evade the Service of Process. Therefore, the Petitioner asked for leave of the Court to effect Service

by Publication. The Court granted the Petitioner's request and gave an Order for Service of Process by Publication, which the Petitioner has done.

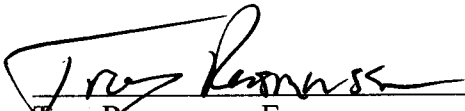
II. The Order Of Discharge In the Respondent's Bankruptcy Was Only For Back Rent Owed To The Petitioner.

The Bankruptcy Order of Discharge was only for \$1,500.00 which corresponds to the amount of back rent owed to the Petitioner. Petitioner was notified of the bankruptcy and Petitioner's attorney contacted the bankruptcy attorney, via telephone, to determine the extent of the requested discharge. The bankruptcy attorney informed Petitioner's attorney that the amount requested was only for back rent owed and not for the fire damage that was done by the Respondent.

CONCLUSION

For the foregoing reasons the Motion to Dismiss should be denied because the Court has given leave of the Petitioner to effect Service by Publication and the Respondent's bankruptcy Order of Discharge is only effective for back rent owed and not for the fire damage that the Respondent caused to Petitioner's real property.

Dated this the 5th day of July, 2018



Troy Rasmussen, Esq.
Attorney for Petitioner

CERTIFICATE OF SERVICE

I certify that on July 5, 2018, I served a copy to:

Gary L. Cooper, Esq.
Attorney for Defendant
151 North 3rd Avenue—2nd Floor
P.O. Box 4229
Pocatello, Idaho 83205-4229

X By mail

By electronic service
By personal delivery
Overnight delivery/Fed Ex



Troy Rasmussen, Esq.
Attorney for Petitioner

Gary L. Cooper - Idaho State Bar #1814
 J. D. Oborn - Idaho State Bar #9294
 COOPER & LARSEN, CHARTERED
 151 North Third Avenue, Second Floor
 P.O. Box 4229
 Pocatello, ID 83205-4229
 Telephone: (208) 235-1145
 Facsimile: (208) 235-1182
 Email: gary@cooper-larsen.com
jd@cooper-larsen.com

BONNEVILLE COUNTY, IDAHO

2018 AUG 30 PM 1:11

Counsel for Defendant

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE
 STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNEVILLE

RENCHER/SUNDOWN, LLC,)
)
 Petitioner,)
)
 vs.)
)
 BUTCH PEARSON,)
)
)
 Respondent.)
 _____)

CASE NO. CV-2017-3073

**REPLY MEMORANDUM IN SUPPORT
 OF MOTION TO DISMISS
 COMPLAINT**

COMES NOW the Defendant Butch Pearson, and by way of special appearance pursuant to IRCP 4.1 and IRCP 12(b)(2), (4) and (5), move this Court for an Order dismissing the Verified Complaint that has been filed in this matter as it has not been served within six (6) months as required by IRCP 4(b)(2). This Reply Memorandum is being filed in response to Rencher/Sundown, LLC's Opposition to the Motion to Dismiss.

In opposition to the Motion to Dismiss, Rencher/Sundown does not provide proof of any factors outside of its control that prevented service of process within the six month time limit imposed by IRCP 4. "The burden is on the party who failed to effect timely service to

REPLY MEMO IN SUPPORT OF MOTION TO DISMISS COMPLAINT - PAGE 1

demonstrate good cause.” *Hincks v. Neilson*, 137 Idaho 610, 612, 51 P.3d 424, 426 (Ct. App. 2002). Rencher/Sundown provided no evidence in support of the opposition motion.

In *Hincks*, the Idaho Court of Appeals determined that the plaintiff *Hincks* did not demonstrate good cause even where an affidavit submitted by a process server indicated he was unable to find the defendant where the defendant moved after the accident in that case. The process server indicated in his affidavit that he checked local directories, research on the Internet, asked former neighbors for forwarding addresses and made more than ten attempts at unspecified times to locate the defendant. *Id.* The Court of Appeals went on to hold there was no specific information about what attempts were made within the six-month period for service and noted that *Hincks* “failed to exercise the two options available to her when locating the defendants proved difficult—filing a motion to extend time or completing service of process by publication—the district court found that under a totality of the circumstances, *Hincks* had not shown good cause to explain why service did not occur within six months.” *Id.* The Court of Appeals agreed that *Hincks* had not shown good cause to excuse the failure to serve the summons and complaint within the six-month period and affirmed the dismissal of the complaint.

In this case, Rencher/Sundown has provided no evidence that service could not be completed within the six-month period. No affidavits from counsel or a process server indicate what attempts were made or why they failed. More importantly, Rencher/Sundown made no attempt to file a motion to extend the time to serve the summons and complaint or to effect service by publication. Apparently, Rencher/Sundown obtained an order of service by publication. However, that order was not entered until June 7, 2018, more than a year after the

REPLY MEMO IN SUPPORT OF MOTION TO DISMISS COMPLAINT - PAGE 2

Complaint in this case had been filed and more than six months after the six-month service deadline had passed. Rencher/Sundown indicates that service by publication has been completed but provides no proof of publication and the repository does not indicate that proof of service by publication has been filed with the Court.

Additionally, Rencher/Sundown was on notice of the Bankruptcy proceeding that was filed in November 2017. There is no indication that Rencher/Sundown made any attempt to locate Pearson through that proceeding. Rencher/Sundown could have attended the meeting of the creditors and had Pearson served or could have asked him under oath the location of his current residence. Rencher/Sundown knew about the bankruptcy proceeding as it admits that it had contact through counsel with Pearson's bankruptcy attorney. However, Rencher/Sundown made not attempt to find Pearson through the bankruptcy court. In fact, the document entitle "Notice Recipients" that is available in the docket for the bankruptcy court and is attached to the Motion to Dismiss, lists Pearson's address. Butch Pearson's current address could have been easily discovered by Rencher/Sundown through the bankruptcy filings by Pearson when he filed in November 2017.

As well, a discharge was entered in the bankruptcy proceeding. Rencher/Sundown claims it only discharged the \$1,500 in back rent that was owed to Rencher/Sundown. However, a discharge in bankruptcy discharges all debts prior to the debtor's filing for bankruptcy unless an exception applies. Rencher/Sundown knew about the bankruptcy but did not file a proof of claim showing that Pearson owed it money for the fire that is the subject of this case. If Rencher/Sundown believed it was owed more than the \$1,500 in back rent, it should have filed a proof of claim in the bankruptcy court. It did nothing to notify the bankruptcy court that it had a

REPLY MEMO IN SUPPORT OF MOTION TO DISMISS COMPLAINT - PAGE 3

claim beyond the \$1,500. Thus, any claim it may have had was discharged when the Order of Discharge was entered.

Service was not completed before the six-month deadline as required by IRCP 4. Plaintiff did not request and extension for additional time to effect service or for permission to serve by publication until six months after the deadline had already passed. Rencher/Sundown has not provided any evidence demonstrating good cause for why service was not accomplished within the six-month time frame. Thus, the Complain must be dismissed.

DATED this 30 day of August, 2018.

COOPER & LARSEN



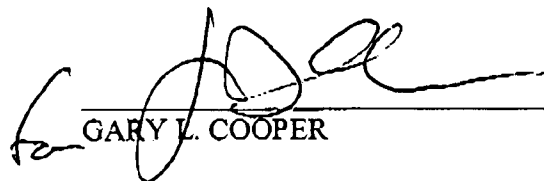
GARY L. COOPER

CERTIFICATE OF SERVICE

I hereby certify that on the 30 day of August, 2018, I served a true and correct copy of the foregoing to:

Troy E. Rasmussen
Attorney at Law
P. O. Box 818
Rexburg, ID 83440

- U.S. mail
- Express mail
- Hand delivery
- Facsimile:
- Electronic: traal.pllc@gmail.com



GARY L. COOPER

REPLY MEMO IN SUPPORT OF MOTION TO DISMISS COMPLAINT - PAGE 4

Troy E. Rasmussen, Esq. I.S.B. #7957
Troy Rasmussen, Attorney at Law, PLLC
P.O. Box 818
Rexburg, Idaho 83440
Telephone: (435) 881-3143
Email: traal.pllc@gmail.com
Attorney for Petitioner

BONNEVILLE COUNTY, IDAHO
2018 SEP -4 PM 4: 15

**IN THE DISTRICT COURT FOR THE SEVENTH JUDICIAL DISTRICT
FOR THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNEVILLE**

**RENCHER/SUNDOWN LLC,
Petitioner,**

vs.

**BUTCH PEARSON, and FARMERS
INSURANCE,
Respondents.**

Case No. CV-2017-3073

**PETITONERS OPPOSITION TO
MEMORANDUM IN SUPPORT OF
MOTION TO DISMISS BY
RESPONDENT BUTCH PEARSON**

COMES NOW Petitioner, Rencher/Sundown, LLC, by and through its attorney of record, Troy Rasmussen, Esq. of Troy Rasmussen, Attorney At Law, PLLC, and moves this Court to strike the Respondent Butch Pearson's Memorandum in Support of Motion to Dismiss on the grounds that the Memorandum was not filed and served on Petitioner in a timely fashion in violation of the Idaho Rules of Civil Procedure.

Idaho Rules of Civil Procedure, Rule 2.2. Computing and Extending Time states:

(a) Computing Time. The following apply in computing any time period specified in these rules, in any local rule or court order, or in any statute that does not specify a method of computing time.

- (1) Generally. When the period is stated in days or a longer unit of time:
 - (A) exclude the day of the event that triggers the period;
 - (B) count every day, including intermediate Saturdays, Sundays, and legal holidays; and
 - (C) include the last day of the period, but if the last day is a Saturday, Sunday, or legal holiday, the period continues to run until the end of the next day that is not a Saturday, Sunday, or legal holiday.

Furthermore, Rule 56. Summary Judgment, states:

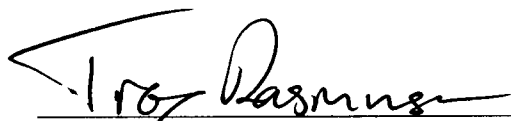
- (a) Motion for Summary Judgment or Partial Summary Judgment. A party may move for summary judgment, identifying each claim or defense, or the part of each claim or defense, on which summary judgment is sought. The court must grant summary judgment if the movant shows that there is no genuine dispute as to any material fact and the movant is entitled to judgment as a matter of law.
- (b) Time.
 - (1) Time for Filing. The motion may be filed any time after the expiration of 21 days from the service of process upon the adverse party or that party's appearance in the action or after service of a motion for summary judgment by the adverse party. However, a motion for summary judgment must be filed at least 90 days before the trial date, or filed within 7 days from the date of the order setting the case for trial, whichever is later, unless otherwise ordered by the court.
 - (2) Other Time Requirements. The motion, supporting documents and brief must be served at least 28 days before the date of the hearing. If the adverse party wishes to oppose summary judgment, the party must serve an answering brief. The answering brief and any opposing documents must be served at least 14 days before the date of the hearing. Any reply brief of the moving party must be served at least 7 days before the date of the hearing.

Respondent did not serve the Memorandum on the Petitioner until Thursday August 30, 2018. Rule 2.2 (a)(1) calculates time by omitting the date of actual service, meaning that the calculation of time in this case starts on Friday, August 31, 2018. In calculating the time required for service of pleadings, the service of the Memorandum was only served five (5) days before the hearing in this matter. Though the current motion is not a motion under Rule 12(b)(6) and subject to Rule 56 for summary judgment, Rule 56 is illustrative of the necessity for having proper time for service of pleadings. Rule 56 (b)(2) requires that any reply brief be served at least seven (7) days before the date of the hearing. Again, the time calculations show that the Memorandum was not served in the proper time, being served merely five (5) days prior to a hearing in this matter.

Furthermore, the service was made prior to the Labor Day Holiday weekend, giving the Petitioner little time to prepare for the hearing regarding the additional information.

WHEREFORE for the foregoing reasons the Petitioner requests that the Respondent's Memorandum in Support of Motion to Dismiss should be stricken from the record.

Dated this the 4th day of September, 2018



Troy Rasmussen, Esq.
Attorney for Petitioner

CERTIFICATE OF SERVICE

I certify that on September 4th, 2018, I served a copy to:

Gary L. Cooper, Esq.
Attorney for Defendant
151 North 3rd Avenue—2nd Floor
P.O. Box 4229
Pocatello, Idaho 83205-4229

By mail
X By electronic service
gary@cooper-larsen.com
By personal delivery
Overnight delivery/Fed Ex



Troy Rasmussen, Esq.
Attorney for Petitioner

FILED
CLERK OF DISTRICT COURT
IDAHO FALLS, IDAHO
2018 SEP 5 AM 11:29

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNEVILLE

RENCHER SUNDOWN, LLC.,)	
)	
Plaintiff,)	Case No. CV-2017-3073
)	
vs.)	MINUTE ENTRY
)	
BUTCH PEARSON, et. al.,)	
)	
Defendant.)	
_____)	

This matter came on for a hearing on the defendant’s Motion To Dismiss Complaint on September 5, 2018 at 8:57 A.M. in courtroom #4, before the Honorable Jon J. Shindurling, District Judge, sitting in open court at Idaho Falls, Idaho.

Ms. Amy Bland, Court Reporter, and Ms. Cassie Whitmill, Deputy Court Clerk, were present.

Mr. Troy Rasmussen appeared on behalf of the plaintiff. Mr. JD Oborn appeared on behalf of the defendant.

Mr. Oborn presented argument in support of the motion.

The Court inquired of counsel.

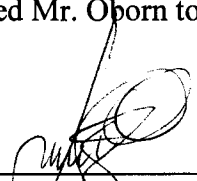
Mr. Rasmussen offered argument in opposition.

Mr. Oborn responded.

The Court granted the motion and instructed Mr. Oborn to prepare an order.

Court was thus adjourned.

c: Troy Rasmussen
Gary Cooper



JON J. SHINDURLING
District Judge

CLERK OF DISTRICT COURT
TETON COUNTY, IDAHO

2018 SEP -6 AM 9:55

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNEVILLE

RENCHER/SUNDOWN, LLC,)
)
) Petitioner,)
)
 vs.)
)
 BUTCH PEARSON and FARMERS)
 INSURANCE,)
)
) Respondents.)
 _____)

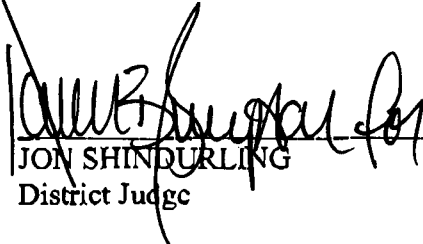
CASE NO. CV-2017-3073

**JUDGMENT DISMISSING BUTCH
PEARSON WITH PREJUDICE**

JUDGMENT IS ENTERED AS FOLLOWS:

The above and foregoing case against Defendant Butch Pearson is dismissed with prejudice.

DATED this 5th day of September, 2018.



JON SHINDURLING
District Judge

JUDGMENT DISMISSING BUTCH PEARSON WITH PREJUDICE - PAGE 1

RECEIVED

SEP - 6 2018

PER _____

CLERK'S CERTIFICATE OF SERVICE

I hereby certify that on the 6 day of September, 2018, I served a true and correct copy of the foregoing to:

Troy E. Rasmussen
Attorney at Law
P. O. Box 818
Rexburg, ID 83440

- U.S. mail
- Express mail
- Hand delivery
- Facsimile:
- Electronic: traal.pllc@gmail.com

Gary L. Cooper
J. D. Oborn
Cooper & Larsen
151 N Third Avenue, Second Floor
P. O. Box 4229
Pocatello, ID 83205-4229

- U.S. mail
- Express mail
- Hand delivery
- Facsimile: 208-235-1182
- Electronic: gary@cooper-larsen.com
id@cooper-larsen.com

CLERK OF THE COURT

By: _____
Deputy Clerk CNN

JUDGMENT DISMISSING BUTCH PEARSON WITH PREJUDICE - PAGE 2

2018 SEP 5 10:11 AM
DISTRICT COURT

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNEVILLE

RENCHER/SUNDOWN, LLC,)
)
 Petitioner,)
)
 vs.)
)
 BUTCH PEARSON and FARMERS)
 INSURANCE,)
)
 Respondents.)
 _____)

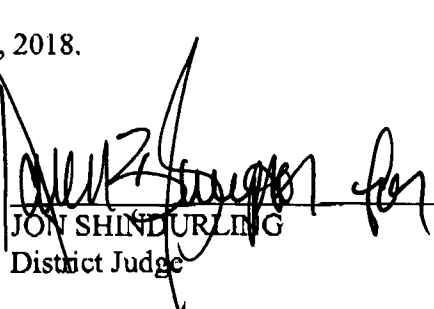
CASE NO. CV-2017-3073

ORDER GRANTING MOTION TO DISMISS

On September 5, 2018, counsel for Rencher/Sundown, LLC and counsel for Butch Pearson appeared before the Court for a hearing on Butch Pearson's Motion to Dismiss Complaint. Counsel presented argument. The Court determined that Rencher/Sundown, LLC had not served the Summons and Complaint on Butch Pearson before the six month deadline imposed by IRCP 4(b)(2) had expired. For reasons stated from the bench and on the record, the Court determined that Rencher/Sundown, LLC had not demonstrated good cause for the failure to serve the Summons and Complaint within six months of the filing of the Complaint. Therefore, the motion is granted and all claims against Butch Pearson are dismissed with prejudice.

IT IS SO ORDERED.

DATED this 5th day of September, 2018.



JON SHINDURLING
District Judge

ORDER GRANTING MOTION TO DISMISS - PAGE 1

RECEIVED

SEP 5 2018

CLERK'S CERTIFICATE OF SERVICE

I hereby certify that on the 10 day of September, 2018, I served a true and correct copy of the foregoing to:

Troy E. Rasmussen
Attorney at Law
P. O. Box 818
Rexburg, ID 83440

- U.S. mail
- Express mail
- Hand delivery
- Facsimile:
- Electronic: traal.pllc@gmail.com

Gary L. Cooper
J. D. Oborn
Cooper & Larsen
151 N Third Avenue, Second Floor
P. O. Box 4229
Pocatello, ID 83205-4229

- U.S. mail
- Express mail
- Hand delivery
- Facsimile: 208-235-1182
- Electronic: gary@cooper-larsen.com
jd@cooper-larsen.com

CLERK OF THE COURT

By:

Deputy Clerk



ORDER GRANTING MOTION TO DISMISS - PAGE 2

Troy E. Rasmussen, Esq. I.S.B. #7957
Troy Rasmussen, Attorney at Law, PLLC
P.O. Box 818
Rexburg, Idaho 83440
Telephone: (435) 881-3143
Email: traal.pllc@gmail.com
Attorney for Petitioner

BONNEVILLE COUNTY, IDAHO

OCT 18 PM 4:41

**IN THE DISTRICT COURT FOR THE SEVENTH JUDICIAL DISTRICT
FOR THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNEVILLE**

**RENCHER/SUNDOWN LLC,
Petitioner,**

vs.

**BUTCH PEARSON, and FARMERS
INSURANCE,
Respondents.**

Case No. CV-2017-3073

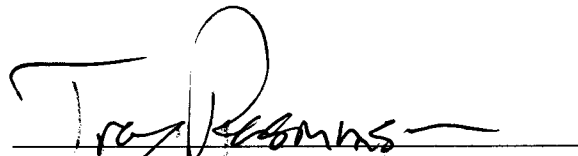
NOTICE OF APPEAL

Filing Fee: \$109.00

COMES NOW, Petitioner, Rencher/Sundown, LLC, by and through its counsel of record, Troy Rasmussen, Attorney At Law, PLLC, and hereby gives this Notice of Appeal of the **Order Granting the Motion to Dismiss and Judgment Granting Dismissal of Respondent Butch Pearson with Prejudice.** The issue Petitioner will argue on appeal is that the Trial Court erred in dismissing Respondent Butch Pearson with prejudice.

Petitioner hereby requests a record documents and the transcript of the hearing on September 5, 2018.

DATED this the 18th day of October, 2018



Troy Rasmussen, Esq.
Attorney for Plaintiff

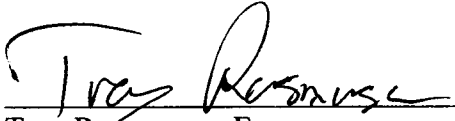
CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 18th day of October, 2018, I served a true and correct copy of the foregoing NOTICE OF APPEAL was sent to the following parties in the manner noted below:

Respondent :

Gary L. Cooper, Esq.
Attorney for Defendant
151 North 3rd Avenue—2nd Floor
P.O. Box 4229
Pocatello, Idaho 83205-4229

Hand Delivery
Court Folder
X U.S. Mail
Facsimile/Electronic



Troy Rasmussen, Esq.
Attorney for Petitioner

Troy E. Rasmussen, Esq. I.S.B. #7957
Troy Rasmussen, Attorney at Law, PLLC
P.O. Box 818
Rexburg, Idaho 83440
Telephone: (435) 881-3143
Email: traal.pllc@gmail.com
Attorney for Petitioner

Filed: 11/29/2018 14:29:00
Seventh Judicial District, Bonneville County
Penny Manning, Clerk of the Court
By: Deputy Clerk - Solis, Sally

**IN THE DISTRICT COURT FOR THE SEVENTH JUDICIAL DISTRICT
FOR THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNEVILLE**

**RENCHER/SUNDOWN LLC,
Petitioner,**

vs.

**BUTCH PEARSON, and FARMERS
INSURANCE,
Respondents.**

Case No. CV-2017-3073

AMENDED NOTICE OF APPEAL

COMES NOW, Petitioner, Rencher/Sundown, LLC, by and through its counsel of record, Troy Rasmussen, Attorney At Law, PLLC, and hereby gives this Notice of Appeal of the **Order Granting the Motion to Dismiss and Judgment Granting Dismissal of Respondent Butch Pearson with Prejudice.** The issue Petitioner will argue on appeal is that the Trial Court erred in dismissing Respondent Butch Pearson with prejudice.

Documents requested for inclusion in the Record on Appeal are:

1. Reporters Transcript of the Hearing to Dismiss Complaint held on September 5, 2018; with an estimated 50 pages.
2. 6/11/2018—Defendant's Motion to Dismiss Complaint
3. 7/05/2018—Petitioners Opposition to Motion to Dismiss Complaint
4. 8/30/2018—Defendant's Reply Memorandum in Support of Motion to Dismiss

Complaint.

5. 9/04/2018—Petitioner's Opposition to Memorandum in Support of Motion to Dismiss
Complaint.

Petitioner hereby requests the noted record documents and the transcript of the hearing on
September 5, 2018 for this Appeal.

DATED this the 19th day of November, 2018

A handwritten signature in black ink, appearing to read "Troy Rasmussen", written over a horizontal line.

Troy Rasmussen, Esq.

Attorney for Plaintiff

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 20th day of November, 2018, I served a true and correct copy of the foregoing AMENDED NOTICE OF APPEAL was sent to the following parties in the manner noted below:

Respondent :

Gary L. Cooper, Esq.
Attorney for Defendant
151 North 3rd Avenue—2nd Floor
P.O. Box 4229
Pocatello, Idaho 83205-4229

	Hand Delivery
	Court Folder
X	U.S. Mail
	Facsimile/Electronic



Troy Rasmussen, Esq.
Attorney for Petitioner

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF
THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNEVILLE

Rencher Sundown LLC
vs.
Butch Pearson, Farmers Insurance

Supreme Court No. 46474-2018
CERTIFICATE OF EXHIBITS

I, Sally Solis, Deputy Clerk of the District Court of the Seventh Judicial District of the State of Idaho in and for the County of Bonneville, do hereby certify that the following documents will be submitted as exhibits to the Record:

No Exhibits were submitted

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the said Court on this the 5th day of January, 2019.

PENNY MANNING
Clerk of the Court

By:  Seal
Deputy Clerk

CERTIFICATE OF SERVICE

I certify that on this date, I served a copy of the attached to:

Troy E. Rasmussen
Gary Lee Cooper

traal.pllc@gmail.com
cooperobornfiling@cooper-larsen.com

By E-mail
 By E-mail

Rencher Sundown LLC
Unknown
Idaho Falls ID 83402

By E-mail By mail
 By fax (number)
 By overnight delivery / FedEx
 By personal delivery

Butch Pearson
Unknown
Idaho Falls ID 83402

By E-mail By mail
 By fax (number)
 By overnight delivery / FedEx
 By personal delivery

Farmers Insurance
Unknown
Idaho Falls ID 83402

By E-mail By mail
 By fax (number)
 By overnight delivery / FedEx
 By personal delivery

Gary Lee Cooper
PO Box 4229
Pocatello ID 83205-4229

By E-mail By mail
 By fax (number)
 By overnight delivery / FedEx
 By personal delivery

Troy E Rasmussen
PO Box 818
Rexburg ID 83440

By E-mail By mail
 By fax (number)
 By overnight delivery / FedEx
 By personal delivery

Penny Manning
Clerk of the Court

Dated: 01/05/2019

By: Sally Solis
Deputy Clerk

Amy L. Bland, CSR, RPR
Official Court Reporter
Seventh Judicial District
Bonnevill County Courthouse
605 N. Capital Ave.
Idaho Falls, Idaho 83402
(208) 529-1350 Ext 1329
E-mail: abland@co.bonneville.id.us

NOTICE OF LODGING

DATE: December 18, 2018

TO: Stephen W. Kenyon, Clerk of the Court
Supreme Court / Court of Appeals
P.O. Box 83720
Boise, ID 83720-0101

SUPREME COURT DOCKET NO: 46474-2018

DISTRICT COURT CASE NO: CV-2017-3073

CAPTION OF CASE: Rencher/Sundown v. Butch Pearson and Farmers Insurance

You are hereby notified that a reporter's appellate transcript in the above-entitled and numbered case has been lodged with the District Court Clerk of the County of Bonneville in the Seventh Judicial District. Said transcript consists of the following proceedings, totaling 25 pages:

1. Motion to Dismiss Hearing (September 5, 2018)

Respectfully,

AMY L. BLAND
Idaho CSR #SRL-1053

cc: District Court Clerk

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF
THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNEVILLE

Rencher Sundown LLC
vs.
Butch Pearson, Farmers Insurance

Case No. CV-2017-3073
Clerk's Certificate of Service

I, Sally Solis, Deputy Clerk of the District Court of the Seventh Judicial District, of the State of Idaho, in and for the County of Bonneville, do hereby certify that the above and foregoing Record in the above entitled cause was electronically compiled at my direction, and is a true, full and correct Record of the pleadings and documents as requested by the parties.

I further certify that I have caused to be served the Clerk's Record and Reporter's Transcript (if requested), along with copies of all Exhibits offered or admitted; No Exhibits submitted; Pre-sentence Investigation, or Other Confidential Documents; or Confidential Exhibits (if applicable) to each of the Attorneys of Record or Parties in this case as follows:

CERTIFICATE OF SERVICE

I certify that on January 05, 2019, I served a copy of the attached to:

Troy E. Rasmussen
Gary Lee Cooper

traal.pllc@gmail.com
cooperobornfiling@cooper-larsen.com

[X] By E-mail
[X] By E-mail

Dated: 01/05/2019

Penny Manning
Clerk of the Court

By: Sally Solis
Deputy Clerk

