

Master File No. 70-CV-08-5027

Additional File Nos. Impacted by Order:

In re Parish Marketing and Development  
Corporation Mechanic's Lien Foreclosure  
Litigation

70-CV-07-29591	70-CV-07-30221
70-CV-07-29619	70-CV-07-30227
70-CV-07-29630	70-CV-07-30229
70-CV-07-29632	70-CV-07-30231
70-CV-07-29777	70-CV-07-30234
70-CV-07-29788	70-CV-08-6625
70-CV-07-29790	70-CV-08-6649
70-CV-07-29809	70-CV-08-6656
70-CV-07-29820	70-CV-08-6673
70-CV-07-29838	70-CV-08-6677
70-CV-07-29842	70-CV-08-6752
70-CV-07-29846	70-CV-08-6757
70-CV-07-30179	70-CV-08-6764
70-CV-07-30196	70-CV-08-7068
70-CV-07-30215	70-CV-08-7070
70-CV-07-30219	70-CV-08-7077

FILED

JUL 24 2008 A  
SCOTT COUNTY COURTS

ORDER 9  
Granting Motion for  
Partial Summary  
Judgment

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The above-entitled matter came before the Honorable Jerome B. Abrams,  
Judge of District Court, on July 1, 2008, at the Scott County Courthouse, Shakopee,  
Minnesota on Defendant Assured Financial's motions for partial summary judgment.  
Appearances were as noted on the record.

Based upon the proceedings, this Court makes the following:

**FINDINGS OF FACT**

1. Defendant Assured Financial brought partial motions for summary judgment<sup>1</sup> to

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<sup>1</sup> Assured Financial actually brought two separate motions for partial summary judgments that pertain to two separate sets of cases that were at issue before the Court. The slightly unusual nature of these filings is due to

determine priority between Assured Financial's mortgages and the mechanic's liens on thirty-two (32) properties spanning thirty-two (32) Court Files numbered:<sup>2</sup>

70-CV-07-29591	70-CV-07-29820	70-CV-07-30221	70-CV-08-6673
70-CV-07-29619	70-CV-07-29838	70-CV-07-30227	70-CV-08-6677
70-CV-07-29630	70-CV-07-29842	70-CV-07-30229	70-CV-08-6752
70-CV-07-29632	70-CV-07-29846	70-CV-07-30231	70-CV-08-6757
70-CV-07-29777	70-CV-07-30179	70-CV-07-30234	70-CV-08-6764
70-CV-07-29788	70-CV-07-30196	70-CV-08-6625	70-CV-08-7068
70-CV-07-29790	70-CV-07-30215	70-CV-08-6649	70-CV-08-7070
70-CV-07-29809	70-CV-07-30219	70-CV-08-6656	70-CV-08-7077

2. Minnesota Concrete Structures filed an affidavit of Poul Andersen in opposition to the motion for partial summary judgment.<sup>3</sup> This affidavit contested Assured Financial's claim of priority to the property commonly known as 3074 Aaron Drive (Court File Number 70-CV-07-30231).
3. Jason P. Bentson, doing business as Creative Solutions Construction and Lake's Erosion Service, submitted a response in opposition to the motion for partial summary judgment. This response consisted of an affidavit of Ryan D. Lake, president and CEO of Lake's Erosion Service. Lake's affidavit explained that Lake's Erosion Service installed silt fencing as an erosion control measure for Parish Marketing and Development on several properties.<sup>4</sup> These properties included 463 Rowena Curve (Court File Number 70-CV-07-30196), 502 Saxon Drive (Court File Number 70-CV-07-29842), 1108 9th Street (Court File Number 70-

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Assured Financial being represented by two attorneys from two different law firms on the two sets of cases. Katherine Melander of Coleman, Hull & Van Vliet represents Assured Financial on one set of cases and Bradley Beisel of Beisel & Dunlevy represents them on the other set.

<sup>2</sup> These cases were previously referred to in the Court's Case Management Order (Order 5) as the "Construction Loan Cases."

<sup>3</sup> No formal memorandum was filed on behalf of Minnesota Concrete Structures.

<sup>4</sup> Lake's Erosion Service admits they did not file mechanic's liens for the work completed because they determined it was not cost effective to do so. Consequently, they have no standing to oppose Assured Financial's partial motion for summary judgment on their own behalf. Creative Solutions Construction, however, has filed mechanic's liens on some of the properties involved and does have standing to oppose Assured Financial's partial motion for summary judgment.

CV-08-7070), 1108 Horseshoe Lane (Court File Number 70-CV-08-7077), and 1413 12th Street (Court File Number 70-CV-08-7068).

4. Silt fencing is made up of either a woven nylon or heavy duty plastic sheeting stretched between periodically placed stakes. It is installed to prevent sedimentary runoff. Silt fencing, or some similar control such as hay bales, is generally required at all construction sites to prevent runoff. It is installed by digging a shallow trench, hammering the stakes into the ground, fastening the sheeting to the stakes, and then backfilling into the shallow trench on top of the bottom most portion of the sheeting. Sometimes Lake's Erosion Service installed silt fencing at individual properties while other times silt fencing was installed across several properties or down an entire street. After the construction work had been completed, the silt fence was entirely removed from the property.
5. Phase Electric, Elfering Brothers Construction, Angell Aire, Simon Brick and Stone, and T&C Mechanical<sup>5</sup> filed a memorandum of law and supporting affidavit opposing the partial motion for summary judgment. The Joint Plaintiffs only opposed partial summary judgment on nine (9) of the thirty-two (32) properties. The Joint Plaintiffs argued that their mechanic's liens dated back to the date of installation by Lake's Erosion Service of silt fencing on the seven properties commonly known as: 463 Rowena Curve (Court File Number 70-CV-07-30196); 1108 9th Street (Court File Number 70-CV-08-7070); 1108 Horseshoe Lane (Court File Number 70-CV-08-7077); 1413 12th Street (Court File Number 70-CV-08-7068); 607 Cedric Lane (Court File Number 70-CV-07-29632); 3076 Aaron Drive (Court File Number 70-CV-07-30229); and 504 Saxon Drive (Court File Number 70-CV-07-29838). The Joint

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<sup>5</sup> Referred to collectively as "Joint Plaintiffs."

Plaintiffs also argued that their mechanic's liens dated back to the date and time when Minnesota Concrete Structures installed concrete footings at the two properties commonly known as 3074 Aaron Drive (Court File Number 70-CV-08-30231) and 502 Saxon Drive (Court File Number 70-CV-07-29842).

6. C.H. Carpenter Lumber submitted a memorandum of law in opposition to the partial motion for summary judgment for the following properties: 1413 12th Street (Court File Number 70-CV-08-7068); 1108 9th Street (Court File Number 70-CV-08-7070); 1108 Horseshoe Lane (Court File Number 70-CV-08-7077); 463 Rowena Curve (Court File Number 70-CV-08-30196); 3074 Aaron Drive (Court File Number 70-CV-08-30231); and 3076 Aaron Drive (Court File Number 70-CV-08-30229). C.H. Carpenter Lumber relied upon Lake's affidavit and the arguments and documents presented in Joint Plaintiffs' memorandum of law opposing the partial summary judgment motion.
7. The Court received correspondence from Minnesota Exteriors indicating that they, like C.H. Carpenter, also opposed the partial motion for summary judgment but would rely upon Lake's Affidavit and the arguments and documents presented in Joint Plaintiffs' memorandum of law. Minnesota Exteriors has filed answers stating mechanic's lien interests in the following properties at issue in this partial summary judgment motion: 1413 12th Street (Court File Number 70-CV-08-7068); 1108 9th Street (Court File Number 70-CV-08-7070); 1108 Horseshoe Lane (Court File Number 70-CV-08-7077); 3074 Aaron Drive (Court File Number 70-CV-08-30231); 3076 Aaron Drive (Court File Number 70-CV-08-30229); 504 Saxon Drive (Court File Number 70-CV-07-29838) and 611 Cedric Lane (Court File Number 70-CV-07-

29630).

8. Metro Home Insulation, Henry Morimoto, and Cutting Edge Tile & Stone sent correspondence to the Court indicating they would not oppose or support the motion for partial summary judgment because they did not have an interest in any of the properties at issue.
9. In light of the submissions by the parties interested in this matter, the cases before the Court on Assured Financial's motions can be divided into three categories: uncontested motions, withdrawn motions and contested motions.

**Uncontested Motions**

10. The mechanic's lien claimants and other parties chose not to contest Defendant Assured Financial's motion for partial summary judgment with respect to the following Court Files:

70-CV-07-29591	70-CV-07-29809	70-CV-07-30221	70-CV-08-6673
70-CV-07-29619	70-CV-07-29820	70-CV-07-30227	70-CV-08-6677
70-CV-07-29630 <sup>6</sup>	70-CV-07-29846	70-CV-07-30234	70-CV-08-6752
70-CV-07-29777	70-CV-07-30179	70-CV-08-6625	70-CV-08-6757
70-CV-07-29788	70-CV-07-30215	70-CV-08-6649	70-CV-08-6764
70-CV-07-29790	70-CV-07-30219	70-CV-08-6656	

**Withdrawn Motions**

11. Defendant Assured Financial withdrew its motion for partial summary judgment with respect to the properties commonly known as 3074 Aaron Drive (Court File Number 70-CV-08-30231) and 502 Saxon Drive (Court File Number 70-CV-07-29842).

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<sup>6</sup> Although Minnesota Exteriors had a mechanic's lien interest in 611 Cedric Lane, they did not independently provide any argument or information opposing Assured Financial's partial summary judgment motion in this file. Instead, Minnesota Exteriors only relied upon the submissions of the other mechanic's lien claimants; none of whom contested the partial summary judgment motion for 611 Cedric Lane. Consequently, Minnesota Exteriors does not appear to contest Assured Financial's partial summary judgment motion in this file.

## Contested Motions

12. Defendant Assured Financial's motion for partial summary judgment was contested in the following Court Files<sup>7</sup>:

70-CV-07-29632    70-CV-07-30196    70-CV-08-7068    70-CV-08-7077  
70-CV-07-29820    70-CV-07-30229    70-CV-08-7070

13. The Joint Plaintiffs, Creative Solutions Construction, C.H. Carpenter Lumber, Minnesota Exteriors, and Minnesota Concrete Structures are relying solely upon the installation of the silt fencing by Lake's Erosion Service to establish their mechanic's lien interests have priority over Assured Financial's mortgages. They have provided no other evidence in opposition to Assured Financial's motion that improvements were made on the Contested Properties prior to the recording of the mortgages.

14. For purposes of their partial summary judgment motion, Assured Financial does not dispute that installation of the silt fencing by Lake's Erosion Service occurred on the Contested Properties prior to the recording of their mortgages. Instead, Assured Financial argues the issue of law for the Court to decide is whether installation of silt fencing is a sufficiently visible first improvement under Minn. Stat. § 514.05, subdivision 1, to allow mechanic's liens to attach.

## CONCLUSIONS OF LAW

### Uncontested Motions

15. Assured Financial's mortgages on the properties that are the subject of the Uncontested Motions are prior and superior to all right, title and interest in them claimed by the Joint Plaintiffs, C.H. Carpenter Lumber, Minnesota Exteriors, and all

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<sup>7</sup> The properties at issue in these Court Files shall collectively be referred to as the "Contested Properties."

other un-answering mechanic's lien claimants.

### Contested Motions

16. Minnesota Statutes § 514.05, subdivision 1 provides, in pertinent part, that generally:

All liens . . . shall attach and take effect from the time the first item of material or labor is furnished upon the premises for the beginning of the improvement, and shall be preferred to any mortgage or other encumbrance not then of record . . . . As against a bona fide . . . mortgagee . . . without actual or record notice, no lien shall attach prior to the actual and visible beginning of the improvement on the ground, but a person having a contract for the furnishing of labor, skill, material, or machinery for the improvement, may file for record with the county recorder of the county within which the premises are situated . . . a brief statement of the nature of the contract, which statement shall be notice of that person's lien only.

17. The exception to subdivision 1 provides that:

Visible staking, engineering, land surveying, and soil testing services do not constitute the actual and visible beginning of the improvement on the ground referred to in [Minn. Stat. § 514.05, subd. 1]. This subdivision does not affect the validity of the liens of a person or the notice provision provided in this chapter and affects only the determination of when the actual and visible beginning of the improvement on the ground, as the term is used in [Minn. Stat. § 514.05, subd. 1], has commenced.

Minn. Stat. § 514.05, subd. 1.

18. Individuals entitled to a mechanic's lien on property include:

Whoever performs engineering or land surveying services with respect to real estate, or contributes to the improvement of real estate by performing labor, or furnishing skill, material or machinery for any of the purposes hereinafter stated . . . shall have a lien upon the improvement, and upon the land on which it is situated or to which it may be removed, that is to say, for the erection, alteration, repair, or removal of any building, fixture, bridge, wharf, fence, or other structure thereon, or for grading, filling in, or excavating the same, or for clearing, grubbing, or first breaking, or for furnishing and placing soil or sod, or for furnishing and planting of trees, shrubs, or plant materials, or for labor performed in placing soil or sod, or for labor

performed in planting trees, shrubs, or plant materials, or for digging or repairing any ditch, drain, well, fountain, cistern, reservoir, or vault thereon, or for laying, altering or repairing any sidewalk, curb, gutter, paving, sewer, pipe, or conduit in or upon the same, or in or upon the adjoining half of any highway, street, or alley upon which the same abuts.

Minn. Stat. § 514.01. This “statute is remedial in nature and is to be liberally construed in favor of workmen and materialmen.” Anderson v. Breezy Point Estates, 283 Minn. 490, 493, 168 N.W.2d 693, 696 (1969); London Const. Co. v. Roseville Townhomes, Inc., 473 N.W.2d 917, 919 (Minn. App. 1991).

19. In deciding the issues raised by the parties for the Contested Motions, the Court must determine first whether the silt fence is an improvement within the meaning of Minnesota Statutes § 514.01. See Minn. Stat. § 514.05, subd. 1 (requiring existence of improvement); Kloster-Madsen, Inc. v. Tafi's, Inc., 303 Minn. 59, 62-64, 226 N.W.2d 603, 606-607 (1975) (discussing improvement requirement); Anderson, 283 Minn. at 494, 168 N.W.2d at 696 (discussing requirement of improvement for purpose enumerated in statute). If this question is answered in the affirmative, then the Court must also determine whether the date of installation of the silt fence should be used as the date of first improvement to which all mechanic's lien claimants contributing to the construction of the house could relate back to. Kloster-Madsen, 303 Minn. at 64, 226 N.W.2d at 607; National Lumber Co. v. Farmer & Son, Inc., 251 Minn. 100, 103, 87 N.W.2d 32, 35 (1957) (stating “[w]hen a building is erected all liens attach at the time the first item of material or labor is furnished on the ground”), cited in Thompson Plumbing Co., Inc. v. McGlynn Companies, 486 N.W.2d 781, 786 (Minn. App. 1992).
20. These issues, of course, come before the Court on Assured Financial's motion for

partial summary judgment. As such, the disputed facts, if any, must be taken in the light most favorable to the parties opposing the motion; the mechanic's lien claimants. Abdallah, Inc. v. Martin, 242 Minn. 416, 424, 65 N.W.2d 641, 646 (1954). Determining whether work is an improvement as required by statute is a mixed question of law and fact. Kloster-Madsen, 303 Minn. at 63, 226 N.W.2d at 607. The facts necessary to decide whether silt fencing is an improvement within the meaning of Chapter 514 are not disputed. What silt fencing is, how it was installed, and its purpose is agreed upon by the parties. Only a dispute over the law remains to be resolved. To the contrary, determining whether work done was the actual and visible beginning of the improvement giving rise to the date of first improvement is a question of fact. Id., 303 Minn. at 64, 226 N.W.2d at 607, cited in Thompson Plumbing Co., 486 N.W.2d at 786.

21. Minnesota courts have given the phrase "actual and visible beginning of the improvement" definite meaning. Reuben E. Johnson Co. v. Phelps, 156 N.W.2d 247, 251 (Minn. 1968). The improvement can be "any contribution of labor, skill, material, or machinery used to make a permanent addition that enhances the capital value of real estate...designed to increase the usefulness or value of the property." Carlson-Grefe Const., Inc. v. Rosemount Condominium Group Partnership, 474 N.W.2d 405, 409 (Minn. App. 1991). Accordingly, "an improvement is 'a permanent addition to or betterment of real property that enhances its capital value and that involves the expenditure of labor or money and is designed to make the property more useful or valuable as distinguished from ordinary repairs.'" Kloster-Madsen, 303 Minn. at 63, 226 N.W.2d at 607, cited in

Carlson-Grefe Const., 474 N.W.2d at 409. See also Anderson, 283 Minn. at 494, 168 N.W.2d at 696 (holding mechanic's lien claimant must show that (1) real estate is improved, (2) as a result of labor or materials, (3) supplied for purpose enumerated in statute). In this instance, the silt fencing was not an improvement to any of the properties upon which it was installed. It was not permanent in nature and it did not enhance the value of the property. Instead, it was installed as a preparatory matter before construction of the improvement, the homes, were begun. As such, it was more like the temporary staking, ceremonial groundbreaking, or presence of a construction trailer that merely indicates an intent to begin an improvement but does not provide notice of actual notice that an improvement had begun.

22. Minnesota Statute § 514.01 refers to the "erection, alteration, repair, or removal of . . . [a] fence" as work that can give rise to a mechanic's lien. In referring to a fence, this section is referring to permanent types of fencing that provide some benefit or value to the property, not silt fences which are temporary in nature and provide no value.
23. The Court need not decide whether the date of installation of the silt fence should be used as the date of first improvement because of the determination that the silt fence is not an improvement within the meaning of Chapter 514. Without being an improvement itself, the silt fence cannot act as the first visible beginning of the improvement, construction of the house, on the ground. The Court has been provided with no other evidence of another visible beginning of the improvement that occurred prior to Assured Financial's filing of its mortgage.

24. The Joint Plaintiffs argue, in a footnote, that they should have the opportunity to cross examine Jackie Bohrn, the property inspector for 1108 9th Street and 1108 Horseshoe lane, regarding the credibility of her inspection affidavits and photographs. The Joint Plaintiffs suggest cross examination could provide an issue of fact that should be resolved at trial. "A simple assertion that an affiant's statements may be disbelieved . . . is insufficient to defeat a motion for summary judgment. The opponent of the motion must demonstrate some basis for an attack on the affiant's credibility amounting to a positive showing that the affiant's testimony could be impeached or that he or she might have additional testimony valuable to the opponent." *Bixler by Bixler v. J.C. Penney Co., Inc.*, 376 N.W.2d 209, 216 (Minn. 1985) (citing *Lundeen v. Cordner*, 354 F.2d 401, 408 (8th Cir.1966)), cited in *Illinois Farmers Ins. Co. v. Marvin*, 707 N.W.2d 747, 750 (Minn. App. 2006). The Joint Plaintiffs have only identified a means by which Ms. Bohrn's statements could be disbelieved. Without more, this is insufficient to survive Assured Financial's motion for partial summary judgment.

**ORDER**

25. Defendant Assured Financial's motion for partial summary judgment is **GRANTED** as to the Uncontested Motion Court Files numbered:

70-CV-07-29591	70-CV-07-29809	70-CV-07-30221	70-CV-08-6673
70-CV-07-29619	70-CV-07-29820	70-CV-07-30227	70-CV-08-6677
70-CV-07-29630	70-CV-07-29846	70-CV-07-30234	70-CV-08-6752
70-CV-07-29777	70-CV-07-30179	70-CV-08-6625	70-CV-08-6757
70-CV-07-29788	70-CV-07-30215	70-CV-08-6649	70-CV-08-6764
70-CV-07-29790	70-CV-07-30219	70-CV-08-6656	

26. Defendant Assured Financial's motion for partial summary judgment is

**WITHDRAWN** as to the Motion Withdrawn Court Files numbered 70-CV-07-29842

and 70-CV-07-30231.

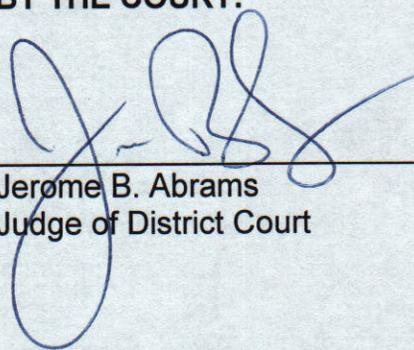
27. Defendant Assured Financial's motion for partial summary judgment is **GRANTED** as to the Contested Motion Court Files numbered:

70-CV-07-29632    70-CV-07-30196    70-CV-08-7068    70-CV-08-7077  
70-CV-07-29820    70-CV-07-30229    70-CV-08-7070

28. Before the Court can enter judgment as a final matter on the "Construction Loan Cases," the claims referred to in Appendix A, attached hereto and incorporated by reference, must be resolved in each matter. These are the same claims which must be resolved at or before trial.

Dated: July 23, 2008

**BY THE COURT:**



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Jerome B. Abrams  
Judge of District Court

**APPENDIX A: Claims Remaining for Trial for "Construction Loan Cases"  
Complete as of the Signing of ORDER 9**

	Joint Plaintiffs*	Minnesota Exteriors	C.H. Carpenter Lumber	Creative Solutions Construction	Minnesota Concrete Structures	Metro Home Insulation
70-CV-07-29591 501 Saxon Drive	3. Unj. Enrichment 4. Account Stated	X	X	X	X	X
70-CV-07-29619 615 Cedric Lane	3. Unj. Enrichment 4. Account Stated	X	X	X	X	X
70-CV-07-29630 611 Cedric Lane	3. Unj. Enrichment 4. Account Stated	3. Unj. Enrichment	X	X	X	X
70-CV-07-29632# 607 Cedric Lane	3. Unj. Enrichment 4. Account Stated	X	X	X	X	X
70-CV-07-29777 516 Saxon Drive	3. Unj. Enrichment 4. Account Stated	X	X	X	X	X
70-CV-07-29788 512 Saxon Drive	3. Unj. Enrichment 4. Account Stated	X	X	X	X	X
70-CV-07-29790 511 Saxon Drive	3. Unj. Enrichment 4. Account Stated	X	X	X	X	X
70-CV-07-29809 507 Saxon Drive	3. Unj. Enrichment 4. Account Stated	X	X	X	X	X
70-CV-07-29820 506 Saxon Drive	3. Unj. Enrichment 4. Account Stated	X	X	X	X	X
70-CV-07-29838# 504 Saxon Drive	3. Unj. Enrichment 4. Account Stated	3. Unj. Enrichment	X	X	X	X
70-CV-07-29842@ 502 Saxon Drive	1. Mechanic's Lien 3. Unj. Enrichment 4. Account Stated	X	X	1. Mechanic's Lien	1. Mechanic's Lien	1. Mechanic's Lien 3. Unj. Enrichment
70-CV-07-29846 497 Rowena Curve	3. Unj. Enrichment 4. Account Stated	X	X	X	X	X
70-CV-07-30179 473 Rowena Curve	3. Unj. Enrichment 4. Account Stated	X	X	X	X	X
70-CV-07-30196# 463 Rowena Curve	3. Unj. Enrichment 4. Account Stated	X	3. Unj. Enrichment	None	X	X
70-CV-07-30215 446 Knights Road	3. Unj. Enrichment 4. Account Stated	X	X	X	X	X
70-CV-07-30219 3177 Aaron Drive	3. Unj. Enrichment 4. Account Stated	X	X	X	X	X
70-CV-07-30221 3175 Aaron Drive	3. Unj. Enrichment 4. Account Stated	X	X	X	X	X

	Joint Plaintiffs*	Minnesota Exteriors	C.H. Carpenter Lumber	Creative Solutions Construction	Minnesota Concrete Structures	Metro Home Insulation
70-CV-07-30227 3089 Aaron Drive	3. Unj. Enrichment 4. Account Stated	X	X	X	X	X
70-CV-07-30229# 3076 Aaron Drive	3. Unj. Enrichment 4. Account Stated	3. Unj. Enrichment	3. Unj. Enrichment	X	X	X
70-CV-07-30231@ 3074 Aaron Drive	1. Mechanic's Lien 3. Unj. Enrichment 4. Account Stated	1. Mechanic's Lien 3. Unj. Enrichment	1. Mechanic's Lien 3. Unj. Enrichment	X	1. Mechanic's Lien	X
70-CV-07-30234 1521 Anna Street	3. Unj. Enrichment 4. Account Stated	X	3. Unj. Enrichment	X	X	X
70-CV-08-6625 651 Pond View Dr.	3. Unj. Enrichment 4. Account Stated	X	X	X	X	X
70-CV-08-6649 663 Pond View Dr.	3. Unj. Enrichment 4. Account Stated	X	X	X	X	X
70-CV-08-6656 326 16th Avenue	3. Unj. Enrichment 4. Account Stated	X	X	X	X	X
70-CV-08-6673 320 16th Avenue	3. Unj. Enrichment 4. Account Stated	X	X	X	X	X
70-CV-08-6677 332 16th Avenue	3. Unj. Enrichment 4. Account Stated	X	3. Unj. Enrichment	X	X	X
70-CV-08-6752 657 Pond View Dr.	3. Unj. Enrichment 4. Account Stated	X	X	X	X	X
70-CV-08-6757 645 Pond View Dr.	3. Unj. Enrichment 4. Account Stated	X	X	X	X	X
70-CV-08-6764 314 16th Avenue	3. Unj. Enrichment 4. Account Stated	X	X	X	X	X
70-CV-08-7068# 1413 12th Street	3. Unj. Enrichment 4. Account Stated	3. Unj. Enrichment	3. Unj. Enrichment	3. Unj. Enrichment	X	X
70-CV-08-7070# 1108 9th Street	3. Unj. Enrichment 4. Account Stated	3. Unj. Enrichment	3. Unj. Enrichment	X	X	X
70-CV-08-7077# 1108 Horseshoe Ln.	3. Unj. Enrichment 4. Account Stated	3. Unj. Enrichment	X	None	X	X

\* Joint Plaintiffs include Angell Aire, Phase Electric, Elfering Brothers Construction, T&C Mechanical, and Simon Brick and Stone.

X Designates a Party that did not file a Complaint of Answer in the matter.

@ Denotes cases involved in the Withdrawn Motions.

# Denotes cases involved in the Contested Motions.

Note: The claims raised by the mechanic's lien claimants include: 1. Mechanic's Lien, 2. Breach of Contract, 3. Unjust Enrichment, and 4. Account Stated.