

District Court, Douglas County, Colorado

Court address: 4000 Justice Way, Castle

Rock, CO 80109

Phone Number: (303) 663-7200

In Re: The Receivership Estate of the
Converse Farm Property; And Concerning:

Patricia Anne Quisenberry, Plaintiff; Charles Michael
Quisenberry, Custom Lumber, LLC, a Colorado
limited liability company formerly known as Custom
Lumber, Inc., a Florida corporation; Hard Break
Resources LLC, a
Wyoming limited liability company; Western
State Resource Management, LLC, a
Wyoming limited liability company; Resource
Management, LLC, a Wyoming limited liability
company FirstBank, a Colorado corporation; and
Redstone Bank, a Colorado corporation.

▲ COURT USE ONLY ▲

Claimant: John W. Morgan and Tamara R. Morgan

Case Number: 2015CV31023

Claimant's Attorney:

Ronald E. Howard, #34424

Law Office of R. E. Howard, LLC

19590 E. Mainstreet, Suite 107

Parker, CO 80138

Tel.: 720.379.5963

Fax: 303.583.8359

Ron@REHowardLaw.com

Div.: 1

CLAIM

Third-Party Claim for Assets

Date: October 26, 2016

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Comes now John W. Morgan and Tamara R. Morgan (the "Claimants"), who reside at the following address:

47100 Private Road 39
Elizabeth, CO 80107

first being duly sworn, deposes, and says:

Claimants, although lienholders of record, received no notice of the appointment of the Receiver for the Receivership Estate nor notice of the proceedings in this present case, including the Courts Order to Present and File Claims.

The receiver for the assets in the Receivership Estate in Case Number: 2015CV31023 was, on March 31, 2016, and still is, in possession and control of certain assets (the "Assets"), including Assets identified on Exhibit A attached to the Order Appointing Receiver entered on March 31, 2016 and the following Assets:

1. The Claimant Claims an interest in the Assets described as follows: Claimants' interest arises as Judgment Creditors of Charles M. Quisenberry and Custom Lumber, LLC, pursuant to the Judgment entered in Elbert County District Court Case 2015 CV 030000 on November 16, 2015, a copy of such Judgment along with Transcripts of Judgment properly issued by the District Court for Elbert County being filed in the real estate records for Douglas County on December 16, 2015.

[please specify, e.g. ownership, purchase order, bill of sale, etc.]

2. Claimant describes the Assets as follows:

Claimants' Transcripts of Judgment, as the same were properly filed in the real estate records for Douglas County on December 16, 2015, create a lien on all real property owned within said county by the Judgment Debtors, Charles M. Quisenberry and Custom Lumber, LLC. The assets include, without limitation, the real property held in the Receivership Estate, as the same was specifically addressed in the Elbert County District Court Case (2015 CV 030000) which gave rise to the above-referenced judgments. The Judgment is that same case was filed in the real estate records for Douglas County on December 16, 2015, at Reception No. 2015089443. A copy of the same is attached hereto.

Third-Party Claim for Assets

Date: October 26, 2016

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3. True and correct copies of the documents and instruments supporting this Claim are attached hereto.

4. Claimant X has has not *[please check the appropriate box]* filed a legal action, administrative action, or foreclosure against the Assets of the Receivership Estate as follows:

Claimants are Judgment Creditors of Charles M. Quisenberry and Custom Lumber, LLC, pursuant to the Judgment entered in Elbert County District Court Case 2015 CV 030000 on November 16, 2015, a copy of such Judgment along with Transcripts of Judgment properly issued by the District Court for Elbert County were filed in the real estate records for Douglas County on December 16, 2015. Copies of the same are attached hereto.

5. If the Claim is supported by a note or similar debt instrument, the Claimant shall attach a detailed ledger from and after the date of the note or debt instrument to the present, calculated no less often than monthly, demonstrating how the balance under the note or debt instrument was funded, together with evidence of the cash used to fund the note or debt instrument.

6. The Claim has the following preference, security, or priority:
The Claim is secured by a Judgment Lien on all real property owned by Custom Lumber, LLC, in Douglas County, Colorado, as of November 16, 2015. Custom Lumber, LLC, being the owner, on the above-listed date, of the real property held in the Receivership Estate by virtue of the Judgment in Elbert County District Court Case 2015 CV 030000, which, in part, sets aside and avoids the transfer from Custom Lumber, LLC to Hard Break Resources, LLC, of the real property held in the Receivership Estate. Said Judgment being, as above stated, filed in the real estate records for Douglas County, Colorado on December 16, 2015, a copy of which is attached hereto.

7. The Claim bears interest, late fees, or penalties in the following amount, and the basis for claiming interest, late fees, or penalties is as follows:
The Claim bears interest at 8%, compounded annually.

8. Claimant represents that Claimant owes the Receivership Estate nothing and the Receivership Estate has no right of set-off, counterclaim, or recoupment from Claimant, except as set forth in Paragraph 12 below.

9. The date the Claim arose is: November 16, 2015.

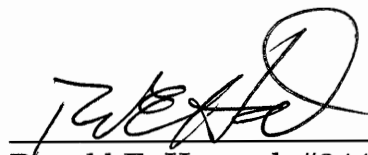
10. Amount of obligation on March 31, 2016 was: \$115,593.30 (although the judgment continues to accrue interest at the rate of 8%, compounded annually)

Third-Party Claim for Assets

Date: October 26, 2016

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Submitted this 31st Day of October, 2016.



Ronald E. Howard, #34424
Law Office of R. E. Howard, LLC
19590 E. Mainstreet
Suite 107
Parker, CO 80138

Do not submit to the Court—*Please mail or deliver directly to:*

Sterling Consulting Corporation
As receiver in Civil Action No. 2015CV30918
Suite 300
4101 East Louisiana Avenue
Denver, Colorado 80246

DISTRICT COURT, ELBERT COUNTY, COLORADO
Court Address:
Elbert County Courthouse
751 Ute Ave., P.O. Box 232
Kiowa, CO 80117-0000

Case Number: 15CV-030000
Div.: 1

Plaintiff: MORGAN, JOHN W. et al
Defendant: CUSTOM LUMBER LLC et al

TRANSCRIPT OF JUDGMENT

Original Judgment Amount: \$109,979.60 Judgment Date: November 02, 2015
Revived Judgment Amount: \$.00 Judgment Date:
Judgment Status: UNSATISFIED

Additional Remarks:
JOINT/SEVERAL LIABILITY. 8% PREJUDGMENT INTEREST FROM 01/07/2015-11/02/2015,
COMPOUNDED ANNUALLY. 8% POSTJUDGMENT INTEREST, COMPOUNDED ANNUALLY.

Debtor(s): CUSTOM LUMBER LLC, 6606 Castle Oaks Drive, Franktown, CO 80116
CHARLES M QUISENBERRY, 6606 CASTLE OAKS DR., FRANKTOWN, CO
80116

Creditor(s): JOHN W MORGAN, 47100 Private Road 39, Elizabeth, CO 80107
TAMARA R MORGAN, 47100 Private Road 39, Elizabeth, CO 80107

Balance of Judgment to Date: \$109,979.60

I hereby certify that the above is a true and complete transcript of the
judgment in the above-referenced case which is retained in my office.



DATE: December 10, 2015

BY

Cheryl A Layne
Clerk of Court
DISTRICT COURT, ELBERT COUNTY

Harry Rotary
Deputy Clerk

DISTRICT COURT, ELBERT COUNTY, COLORADO

Court Address:

Elbert County Courthouse
751 Ute Ave., P.O. Box 232
Kiowa, CO 80117-0000

Case Number: 15CV-030000
Div.: 1

Plaintiff: MORGAN, JOHN W. et al

Defendant: CUSTOM LUMBER LLC et al

TRANSCRIPT OF JUDGMENT

Original Judgment Amount: \$1,540.60 Judgment Date: June 09, 2015
Revived Judgment Amount: \$.00 Judgment Date:
Judgment Status: UNSATISFIED

Additional Remarks:
INTEREST AS PROVIDED BY LAW.

Debtor(s): CUSTOM LUMBER LLC, 6606 Castle Oaks Drive, Franktown, CO 80116
CHARLES M QUISENBERRY, 6606 CASTLE OAKS DR., FRANKTOWN, CO
80116

Creditor(s): JOHN W MORGAN, 47100 Private Road 39, Elizabeth, CO 80107
TAMARA R MORGAN, 47100 Private Road 39, Elizabeth, CO 80107

Balance of Judgment to Date: \$1,540.60

I hereby certify that the above is a true and complete transcript of the judgment in the above-referenced case which is retained in my office.



DATE: December 10, 2015

BY

Cheryl A Layne
Clerk of Court
DISTRICT COURT, ELBERT COUNTY

Harry Klotz
Deputy Clerk

<p>DISTRICT COURT, COUNTY OF ELBERT, STATE OF COLORADO Court Address: 751 Ute St. PO Box 232 Kiowa, CO 80117</p>	<p>DATE FILED: November 16, 2015 3:35 PM CASE NUMBER: 2015CV30000</p>
<p>JOHN W. MORGAN and TAMARA R. MORGAN, Plaintiffs</p> <p>vs.</p> <p>CUSTOM LUMBER, LLC (a Colorado limited liability company) and CHARLES M. QUISENBERRY, individually, Defendants.</p>	<p>▲ COURT USE ONLY ▲</p> <p>Case No.</p> <p>2015 CV 030000</p> <p>Division No. 1</p>
<p>FINDINGS OF FACT, CONCLUSIONS OF LAW AND DEFAULT JUDGMENT</p>	

THIS MATTER came on for an In-Person Status Conference on November 2, 2015, pursuant to Order of the Court issued October 14, 2015. Plaintiffs John W. Morgan and Tamara R. Morgan were present and represented by counsel, Ronald E. Howard. Defendants were not present and no counsel for Defendants was present. This Court's Order: Status Report did advise the parties that failure to appear by anyone on behalf of the corporate defendant may result in default entering, and no one appearing on behalf of the defendant or corporate defendant, the Plaintiffs moved for entry of Default Judgment against the Defendants and each of them, jointly and severally. The Court, having reviewed the file and being otherwise fully advised in the premises makes the following findings of fact, conclusions of law and judgment.

FINDINGS OF FACT

1. The Defendants were served personally, and the judgment entered herein will be *in personam* against the said Defendants and each of them, jointly and severally.
2. Defendants were sent Notice of the In-Person Status hearing at their best known address and failed to appear in contravention of Order of this Court.
3. Defendant Custom Lumber, LLC, was compelled by Order of this Court to be represented by legal counsel. The said Defendant did retain legal counsel and thereafter said legal counsel did withdraw. No substitute legal counsel has been retained or entered an appearance in this matter, in contravention of Order of this Court.
4. Venue is proper in District Court in the County of Elbert, State of Colorado pursuant to Rule 98(c) of the Colorado Rules of Civil Procedure.

5. This Court has jurisdiction over the subject matter of this case as it relates to real property located in Elbert County, Colorado.
6. The allegations of fact contained in the Plaintiffs' Complaint are adopted as findings of fact, with certain of the same restated or expanded herein.
7. Plaintiffs are the owners of residential real property located in Elbert County, Colorado with an address of 47100 Private Road 39, Elizabeth, CO 80107 (hereinafter "the Property").
8. On or about November 14, 2013, Defendants, in the name of Custom Lumber, LLC, caused to be filed in the records of the Elbert County Clerk and Recorder, at Reception No. 539841, a Claim of Lien, against and encumbering the Property asserting that Defendant Custom Lumber, LLC, had provided "materials and cash" on the Property with a value of \$50,000. The said Claim of Lien further asserted that such "materials and cash" were provided between April 25, 2006 and October 16, 2006.
9. On or about December 2, 2014, Defendants, in the name of Custom Lumber, LLC, caused to be filed in the records of the Elbert County Clerk and Recorder, at Reception No. 547174, a Renewal of Claim of Lien.
10. Plaintiffs have been precluded from refinancing the Property due to the encumbrance by the Lien.
11. Plaintiffs are presently and for the foreseeable future unable to secure refinancing on the Property.
12. Plaintiffs are no longer able to take advantage of a rate lock for refinancing at 4.75% and must continue at their current loan rate of 5.125%.
13. The affidavits of the Plaintiffs are found credible and incorporated herein as findings of fact.

CONCLUSIONS OF LAW

The Plaintiffs have requested this Court enter default judgment against the Defendants and each of them, jointly and severally, on all claims as enumerated in the Plaintiffs' Complaint, filed January 7, 2015, to wit: filing excessive lien, filing fraudulent document, slander of title, intentional infliction of emotional distress, intentional interference with contract, piercing the corporate veil as to Defendant Charles M. Quisenberry, and fraudulent transfer under the Colorado Uniform Fraudulent Transfers Act.

A. Defendants filed an excessive lien.

A mechanics lien under Colorado law may be filed by anyone who has furnished the laborers or materials or performed the labor for which the lien is claimed. C.R.S. §38-22-109(1)(b). The Answer as filed by the Defendants in this matter, assuming it is filed as a joint answer for the Defendants, states that the lien is filed for "cash." As such, the lien is improper.

This same Statutory Section at subparagraph 3, requires notice of intent to file a lien

statement be served upon the owner or reputed owner of the property to be liened at least ten days before the time of the filing of the lien statement with the county clerk and recorder. There is no evidence before the Court that any such notice of intent was served upon the Plaintiffs. Moreover, the Plaintiffs allege in their Complaint that the requisite notice was never served or received and the Defendants did not refute this allegation in their Answer or otherwise. Again, having failed to follow the statutory dictate for notice prior to filing the statement of lien, the lien is improper.

Furthermore, even if the lien had not failed for the foregoing reasons, this same Statutory Section at subparagraph 5 requires that a lien be filed for record "before the expiration of four months after the day on which the last labor is performed or the last laborers or materials are furnished by such lien claimant." In this particular case, the lien document as filed by the Defendants states that the last possible day anything was provided occurred October 16, 2006, some eighty-five months prior to the filing of the lien statement. Filing the lien statement some eighty-one months late is improper and the lien is thereby invalid.

For the foregoing reasons, the filing of the lien was entirely improper and out of time, thus the Defendants no longer had a claim to any money allegedly owed. Furthermore, the Defendants knew or should have known since March 22-23, 2011, that, pursuant to court order in Douglas County Domestic Relations case 2009DR1678, all debts of John Morgan were not the property of the Defendants. Defendants persisted in filing their lien with the knowledge they had no valid debt with regard to Plaintiffs, therefore the lien as filed is excessive and in violation of C.R.S. §38-22-128.

B. Defendants filed a fraudulent document.

Plaintiffs claim the lien to be a fraudulent document. Colorado Revised Statutes at Section 38-35-109(3) creates liability for fraudulent documents, defined as a document offered for filing or recording in the office of the county clerk and recorder purporting to convey, encumber, create a lien against, or otherwise affect the title to real property, knowing or having a reason to know that such document is forged or groundless, contains a material misstatement or false claim, or is otherwise invalid. As stated in the foregoing paragraphs, Defendants knew or had reason to know that the lien statement and renewal of claim of lien were groundless, contained material misstatements and false claims. Therefore, Defendants did cause to be filed fraudulent documents, i.e. the Claim of Lien and Renewal of Claim of Lien.

C. Defendants did commit slander of title.

The elements of slander of title are slanderous words, falsity, malice and special damages. *McNichols v. Conejos-K. Corp.*, 482 P.2d 432 (1971). In this present case, Defendants did cause the Claim of Lien and Renewal of Claim of Lien to be filed in the public record, and did so knowing or having reason to know that the statements therein were false and fraudulent. The relationship of the Defendants and Plaintiffs herein is reflected through the record of Douglas County case 2009DR1678, and this Court gleans enough from these records to find that the element of malice is present in this case. In determining special damages, *Fountain et al v. Mojo*, 687 P.2d 496, 500 (Colo. App. 1984) points us to the provisions of the Restatement (Second) of Torts at Section 632, which states that "[T]he publication of an injurious of an injurious falsehood is a legal cause of pecuniary loss if (a) it is a substantial factor in bringing about the loss...." In this case, publishing in the public record the Claim of Lien and Renewal of Claim of Lien did directly bring about the loss of

refinancing for the Plaintiffs. The damages sustained by the Plaintiffs thereby are determined to be real and accurate as the same are stated in the affidavit of John W. Morgan.

D. Defendants' conduct was extremely egregious and did cause Plaintiffs emotional distress.

As stated in the foregoing paragraphs, Defendants knew or had reason to know that the lien statement and renewal of claim of lien were groundless, contained material misstatements and false claims. Furthermore, as stated above, the relationship of the Defendants and Plaintiffs herein is understood and further illuminated through the record in 2009DR1678. Defendants, knowing they had no claim against the Plaintiffs, persisted with causing severe financial and emotional distress to the Plaintiffs. This Court, accepting the statements in the supporting affidavits of the Plaintiffs determines that no reasonable person could differ on the question of the Defendants actions; and, furthermore, determines that the actions of the Defendants were so extreme and outrageous so extreme in degree, as to go beyond all possible bounds of decency and intentionally or recklessly caused severe emotional distress to the Plaintiffs. *Rugg v. McCarty*, 476 P.2d 753, 756 (1970) (quoting Restatement (Second) of Torts § 46 cmt. d); *Culpepper v. Pearl St. Building, Inc.*, 877 P.2d 877, 883 (Colo.1994); *See also Coors Brewing Co. v. Floyd*, 978 P.2d 663, (Colo.1999) and *Lee v. Colorado Times, Inc.*, 222 P.3d 957 (Colo. App. 2009).

E. Defendants' conduct did improperly interfere with a prospective contract.

The Plaintiffs were precluded from refinancing their home and taking advantage of a more favorable interest rate by the cloud placed upon the title of the Property by the lien statement and renewal of claim of lien filed by the Defendants. The act of refinancing a residential property is no less a contract than a contract to buy or sell or even an oral contract for distributorship. *See Watson v. Settlemeyer*, 372 P.2d 453 (1962). In reviewing the supporting affidavits of the Plaintiffs and the record in 2009DR1678, this Court determines that the factors set out for consideration in *Swartz v. Bianco Family Trust*, 874 P.2d 430, 434 (Colo. App. 1993) are sufficiently met with regard to the actions of the Defendants to create intentional interference with a prospective contract. *See also Memorial Gardens, Inc. v. Olympian Sales & Management Consultants, Inc.*, 690 P.2d 207, 213 at fn 7 (Colo. 1984).

F. Plaintiffs are entitled to pierce the corporate veil as to Defendant Charles M. Quisenberry.

This Court has been asked to pierce the corporate veil of Defendant Custom Lumber, LLC, and find that Defendant Charles M. Quisenberry is the alter ego of the company and, therefore also individually liable under each claim in the Complaint. To pierce the corporate veil of an LLC, the court must conclude that the corporate entity is an alter ego or mere instrumentality; and, the corporate form was used to perpetrate a fraud or defeat a rightful claim; and, an equitable result would be achieved by disregarding the corporate form. *McCallum Family, L.L.C. v. Winger*, 221 P.3d 69, 74 (Colo. App. 2009).

In this particular case, the foregoing findings and conclusions of law clearly illuminate that the second prong of the test met. Since Custom Lumber, LLC, has sold its only asset and, even if that transaction is avoided as requested by the Plaintiffs, the property has been encumbered to a degree

that it is probable that no equitable outcome for the Plaintiffs will be achieved without disregarding the corporate form; thus, the third prong is met.

Determining alter ego status requires consideration of a variety of factors as set out in *McCallum*. These factors are whether the entity is operated as a distinct business entity; funds and assets are commingled; adequate corporate records are maintained; the nature and form of the entity's ownership and control facilitate insider misuse; the business is thinly capitalized; the entity is used as a mere shell; legal formalities are disregarded; and entity funds or assets are used for non-entity purposes. *Id.* The testimony by Defendant Charles M. Quisenberry in the June 17, 2015 hearing in Douglas County case 2009DR1678 is incorporated into this order and supports all of these foregoing factors.

Sufficient evidence is before the Court for a determination that it is proper to disregard the corporate form of the LLC and allow for prosecution of the Plaintiffs' claims as to Defendant Charles M. Quisenberry, individually.

G. The transfer of the assets of Defendant Custom Lumber, LLC, was done with the intent to hinder, delay or defraud the Plaintiffs.

The Defendants transferred the only asset of any value belonging to Defendant Custom Lumber, LLC, a parcel of land in Franktown, Colorado, consisting of approximately 104 acres (the "Custom Lumber Property"). This transfer took place less than a week before the Statement of Lien was filed by the Defendants. While at first blush, this transfer may appear only coincidental, such is not the case here.

The Defendants transferred the Custom Lumber Property to a Wyoming limited liability company, Hard Break Resources, LLC. The sale price as listed on the Quit Claim Deed was One Dollar (\$1.00). Testimony by the Defendant, Charles M. Quisenberry in Douglas County case 2009DR1678 was that the sole owner of Hard Break Resources is the Defendant's brother, David Quisenberry, who is a resident of Kentucky. Furthermore, Defendant Quisenberry's testimony was that he remained in possession of the property and exercised management decision making over the property.

At the time the Defendants drafted the Lien and recorded it to encumber the Plaintiffs Property, the Defendants knew or should have known that they were likely to incur a debt therefrom. The Defendants were fully aware that there was no debt owed Custom Lumber by the Plaintiffs. With even a cursory reading of the Colorado Mechanic's Lien statutes, the Defendants should have been fully aware that such actions as they has taken would result in an outcome whereby they would become debtors of the Plaintiffs.

The Colorado Uniform Fraudulent Transfers Act enables the court to set aside or avoid a transfer if such transfer is done with actual intent to hinder, delay or defraud any creditor, whether the creditor's claim arose before or after the transfer was made or the obligation was incurred. C.R.S. §38-8-105(1)(a). In determining if a transfer should be avoided or set aside under the CUFTA, the Court must give consideration to certain factors establishing actual intent, under the statute:

1. Was the transfer to an insider? Yes, the transfer was to the Defendant's brother.

2. Did the debtor retain possession or control of the property transferred after the transfer? Yes, the Defendant's testimony was that he continues to exercise managerial control and his daughter continues to live on the property.
3. Was the transfer disclosed or concealed? Yes. While the actual real estate transaction was part of the public record, there was no notice to Plaintiffs or other creditors, specifically the Respondent in Douglas County case 2009DR1678, of this transaction.
4. Was the transfer of all or substantially all of the debtor's assets? Yes, the transfer was of the entirety of Defendant Custom Lumber's assets.
5. Was the value of the consideration received reasonably equivalent to the value of the asset transferred? No. The Custom Lumber Property was transferred to an insider for the stated sum of \$1.00. Testimony in Douglas County case 2009DR1678 indicated that the Custom Lumber Property had a rough value of \$1.2 million.
6. Did the debtor become insolvent shortly after the transfer was made? Yes. Defendant Custom Lumber appears to have no assets of any sort and is a mere paper entity after the transfer.

The foregoing is clear indication that the transfer was fraudulent under CUFTA as to the Custom Lumber Property.

Furthermore, the Court notes that while not binding, it is illuminating that in the Order Regarding Citation for Contempt of Court in Douglas County case 2009DR1678, the Court determined that the transfer of the Custom Lumber Property was "done with the intent to hinder, delay, or defraud the Respondent." This finding is no less true in this present case.

THEREFORE, IT IS HEREBY ORDERED AND ADJUDGED AS FOLLOWS:

Plaintiffs John W. Morgan and Tamara R. Morgan have Judgment against the Defendants, Custom Lumber, LLC, and Charles M. Quisenberry, and each of them, jointly and severally on all claims, to wit:

1. The Defendants shall forfeit all rights to the Claim of Lien filed in the records of the Elbert County Clerk and Recorder, at Reception No. 539841 and the Renewal of Claim of Lien filed in the records of the Elbert County Clerk and Recorder, at Reception No. 547174. The said Claim of Lien and Renewal of Claim of Lien are hereby Ordered forfeit and unenforceable; and,
2. Pursuant to the Colorado Uniform Fraudulent Transfers Act, C.R.S. §38-8-108(1)(a), the transfer from Custom Lumber, LLC to Hard Break Resources, LLC as recorded on November 8, 2013, at Reception No. 2013089608 is hereby Ordered avoided and set aside in its entirety; and,
3. The Plaintiffs shall have Judgment for actual damages in the amount of \$31,789.80; and,
4. The Plaintiffs shall have Judgment for special damages for Slander of Title in the amount of \$15,894.90; and,
5. The Plaintiffs shall have Judgment for special damages pursuant to CUFTA, C.R.S. §38-8-108(1)(c), for one and one-half the amount necessary to satisfy the Plaintiffs' claim, the same being an award of an additional \$15,894.90; and,

6. The Plaintiffs shall have Judgment for punitive damages as allowed for intentional infliction of emotional distress in an amount equal to their actual damages, \$31,789.80; and,

7. The Plaintiffs shall have Judgment for their costs and attorney's fees for the prosecution of all claims herein, as the same are determined to be inextricably connected, pursuant to C.R.S. §38-22-128 and C.R.S. §38-35-109(3), counsel to provide his bill of costs and affidavit of attorney's fees within seven (7) days of the date of this Order; and,

8. The Plaintiffs shall have Judgment for pre-judgment interest on all amounts, save costs and attorney fees, from the date of the filing of the Complaint at the rate of 8% per annum, compounded annually; and,

9. The Plaintiffs shall have Judgment for post-judgment interest on all amounts at the date of 8% per annum, compounded annually; for a total award to Plaintiffs of \$95,369.40 plus their costs and attorney fees with interest thereon as stated above, as well as such other relief as stated herein.

SIGNED this 16th day of November, 2015 *NUNC PRO TUNC* November 2, 2015.

BY THE COURT:

A handwritten signature in cursive script, appearing to read "Michael Spear", is written over a horizontal line.

MICHAEL SPEAR
District Court Judge