

STATE OF MINNESOTA
COUNTY OF SCOTT

DISTRICT COURT
FIRST JUDICIAL DISTRICT

Master File No. 70-CV-08-5027

Additional File Nos. Impacted by Order:
70-CV-08-6764

70-CV-07-29591	70-CV-07-30221
70-CV-07-29610	70-CV-07-30227
70-CV-07-29619	70-CV-07-30229
70-CV-07-29630	70-CV-07-30231
70-CV-07-29632	70-CV-07-30232
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-07-29800	70-CV-08-6656
70-CV-07-29809	70-CV-08-6673
70-CV-07-29820	70-CV-08-6677
70-CV-07-29838	70-CV-08-6752
70-CV-07-29842	70-CV-08-6757
70-CV-07-29846	70-CV-08-7054
70-CV-07-29849	70-CV-08-7058
70-CV-07-29606	70-CV-08-7062
70-CV-07-30179	70-CV-08-7065
70-CV-07-30188	70-CV-08-7068
70-CV-07-30191	70-CV-08-7069
70-CV-07-30196	70-CV-08-7070
70-CV-07-30210	70-CV-08-7071
70-CV-07-30215	70-CV-08-7075
70-CV-07-30217	70-CV-08-7076
70-CV-07-30219	70-CV-08-7077

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

FILED

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SCOTT COUNTY COURTS

ORDER 8
Granting Motion to
Amend Pleadings and
Motion for Default
Judgment

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 Plaintiffs' Angell Aire, Phase Electric, Simon Brick and Stone, Elfering
Brothers Construction, and T&C Mechanical joint motion to amend the pleadings and

motion for Default Judgment against Parish Marketing and Development Corporation.

Appearances were as noted on the record.

Based upon the proceedings, this Court makes the following:

FINDINGS OF FACT

1. Phase Electric, T&C Mechanical, Angell Aire, Simon Brick & Stone, and Elfering Bros. Constr. joined together, in a variety of combinations, to bring 49 lawsuits stating breach of contract claims against Parish Marketing and Development.
2. Phase Electric, Inc. performed labor and provided materials and improvements for 39 properties under verbal contracts with Parish Marketing and Development Co. for which Parish Marketing and Development promised to pay Phase Electric a total of \$269,639.00.
3. Phase Electric is a Plaintiff in 39 lawsuits stating breach of contract claims against Parish Marketing and Development. These lawsuits are identified by Court File

Numbers:

70-CV-08-6764	70-CV-07-29820	70-CV-07-30221	70-CV-08-7054
70-CV-07-29591	70-CV-07-29838	70-CV-07-30227	70-CV-08-7058
70-CV-07-29619	70-CV-07-29846	70-CV-07-30229	70-CV-08-7062
70-CV-07-29630	70-CV-07-29849	70-CV-07-30231	70-CV-08-7065
70-CV-07-29632	70-CV-07-30179	70-CV-07-30234	70-CV-08-7068
70-CV-07-29777	70-CV-07-30191	70-CV-08-6656	70-CV-08-7070
70-CV-07-29788	70-CV-07-30196	70-CV-08-6673	70-CV-08-7071
70-CV-07-29790	70-CV-07-30210	70-CV-08-6677	70-CV-08-7076
70-CV-07-29800	70-CV-07-30215	70-CV-08-6752	70-CV-08-7077
70-CV-07-29809	70-CV-07-30219	70-CV-08-6757	

4. T&C Mechanical, LLC performed labor and provided materials and improvements for 27 properties under verbal contracts with Parish Marketing and Development Co. for which Parish Marketing and Development promised to pay T&C Mechanical a total of \$255,400.00.

5. T&C Mechanical is a Plaintiff in 27 lawsuits stating breach of contract claims against Parish Marketing and Development. These lawsuits are identified by Court

File Numbers:

70-CV-08-6764	70-CV-07-29788	70-CV-07-30221	70-CV-08-6757
70-CV-07-29591	70-CV-07-29790	70-CV-07-30229	70-CV-08-7058
70-CV-07-29606	70-CV-07-29809	70-CV-07-30231	70-CV-08-7069
70-CV-07-29610	70-CV-07-30191	70-CV-07-30234	70-CV-08-7071
70-CV-07-29619	70-CV-07-30210	70-CV-08-6625	70-CV-08-7075
70-CV-07-29630	70-CV-07-30217	70-CV-08-6649	
70-CV-07-29777	70-CV-07-30219	70-CV-08-6752	

6. Elfering Bros. Constr., Inc. performed labor and provided materials and improvements for 11 properties under verbal contracts with Parish Marketing and Development Co. for which Parish Marketing and Development promised to pay Elfering Bros. Constr. a total of \$227,710.00.

7. Elfering Bros. Constr. is a Plaintiff in 11 lawsuits stating breach of contract claims against Parish Marketing and Development. These lawsuits are identified by Court

File Numbers:

70-CV-08-6764	70-CV-07-30227	70-CV-07-30234	70-CV-08-6752
70-CV-07-30219	70-CV-07-30229	70-CV-08-6625	70-CV-08-6757
70-CV-07-30221	70-CV-07-30231	70-CV-08-6649	

8. Angell Aire, Inc. performed labor and provided materials and improvements for 34¹ properties under verbal contracts with Parish Marketing and Development Co. for which Parish Marketing and Development promised to pay Angell Aire a total of \$287,406.00.

9. Angell Aire is a Plaintiff in 34 lawsuits stating breach of contract claims against

¹ The papers submitted in support of Angell Aire's default judgment motion stated they had performed labor and provided materials and improvements for only 33 properties. The Court Files indicate, however, that Angell Aire actually performed labor and provided materials and improvements on 34 properties for a total value of \$287,406.00.

Parish Marketing and Development. These lawsuits are identified by Court File Numbers:

70-CV-08-6764	70-CV-07-29820	70-CV-07-30227	70-CV-08-6752
70-CV-07-29591	70-CV-07-29838	70-CV-07-30229	70-CV-08-6757
70-CV-07-29619	70-CV-07-29846	70-CV-07-30231	70-CV-08-7068
70-CV-07-29630	70-CV-07-29849	70-CV-07-30234	70-CV-08-7070
70-CV-07-29632	70-CV-07-30179	70-CV-08-6625	70-CV-08-7071
70-CV-07-29777	70-CV-07-30196	70-CV-08-6649	70-CV-08-7076
70-CV-07-29788	70-CV-07-30215	70-CV-08-6656	70-CV-08-7077
70-CV-07-29790	70-CV-07-30219	70-CV-08-6673	
70-CV-07-29809	70-CV-07-30221	70-CV-08-6677	

10. Simon Brick & Stone Co. performed labor and provided materials and improvements for 26 properties under verbal contracts with Parish Marketing and Development Co. for which Parish Marketing and Development promised to pay Simon Brick & Stone a total of \$324,540.00.

11. Simon Brick & Stone is a Plaintiff in 26 lawsuits stating breach of contract claims against Parish Marketing and Development. These lawsuits are identified by Court File Numbers:

70-CV-08-6764	70-CV-07-29842	70-CV-07-30221	70-CV-08-6677
70-CV-07-29591	70-CV-07-29846	70-CV-07-30227	70-CV-08-7062
70-CV-07-29777	70-CV-07-30179	70-CV-07-30232	70-CV-08-7065
70-CV-07-29788	70-CV-07-30188	70-CV-07-30234	70-CV-08-7068
70-CV-07-29800	70-CV-07-30196	70-CV-08-6625	70-CV-08-7075
70-CV-07-29809	70-CV-07-30215	70-CV-08-6656	
70-CV-07-29838	70-CV-07-30219	70-CV-08-6673	

12. On or about November 28, 2007, Angell Aire, Phase Electric, Simon Brick and Stone, Elfering Brothers Construction, and T&C Mechanical jointly granted Parish Marketing and Development an indefinite extension of time to Answer or otherwise respond subject to their ability to demand Answers be submitted within 14 days to all 49 of the lawsuits they began. Angell Aire, Phase Electric, Simon Brick and

Stone, Elfering Brothers Construction, and T&C Mechanical demanded Answers in all actions. More than 14 days have passed since this demand was made and no Answer has been filed on behalf of Parish Marketing and Development in any of the cases addressed by these motions.

13. Parish Marketing and Development was provided notice, through its receiver Gary Hansen, of Plaintiff Angell Aire, Phase Electric, Simon Brick and Stone, Elfering Brothers Construction, and T&C Mechanical's joint motion to amend the pleadings in Court File Number 70-CV-08-6764. As Parish Marketing and Development's receiver, Gary Hansen signed a stipulation stating he does not oppose this requested amendment.
14. Parish Marketing and Development was provided notice, through its receiver Gary Hansen, of Plaintiff Angell Aire, Phase Electric, Simon Brick and Stone, Elfering Brothers Construction, and T&C Mechanical's joint motion for a default judgment on their breach of contract claim as stated in the Amended Complaint filed in Court File Number 70-CV-08-6764. As Parish Marketing and Development's receiver, Gary Hansen signed a stipulation stating he does not oppose entry of this default judgment.

CONCLUSIONS OF LAW

15. Pursuant to Minnesota Rules of Civil Procedure, Rule 15 and the stipulation entered into by the parties, the Complaint in Court File Number 70-CV-08-6764 may be amended.
16. Pursuant to Minn. R. Civ. P. 55.01 and the stipulation entered into by the parties, Phase Electric, T&C Mechanical, Angell Aire, Simon Brick & Stone, and Elfering

Bros. Constr. are entitled to default judgment against Parish Marketing and Development.

ORDER

17. The Complaint filed by Plaintiffs in Court File Number 70-CV-08-6764 (originally Court File Number 66-CV-07-4395) is and shall be replaced by the Amended Complaint filed June 9, 2008.
18. Plaintiffs Phase Electric, Elfering Brothers Construction, Angell Aire, Simon Brick and Stone, and T&C Mechanical's joint motion for default on the breach of contract claim against Defendant Parish Marketing and Development is **GRANTED**.
19. Judgment shall be entered on August 15, 2008 at 9:00 a.m. against Parish Marketing and Development in favor of the following for the following amounts:

Phase Electric, Inc.	\$ 269,639.00
T&C Mechanical, LLC	\$ 255,400.00
Simon Brick & Stone Co. a/k/a Jaeckels & Simon Masonry, Inc.	\$ 324,540.00
Angell Aire, Inc.	\$ 287,406.00
Elfering Brox. Constr., Inc.	\$ 227,710.00

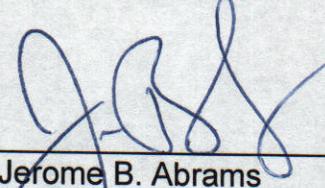
20. The breach of contract claims stated by Plaintiffs Phase Electric, Elfering Brothers Construction, Angell Aire, Simon Brick and Stone, and T&C Mechanical, to the extent they are a Plaintiff in the action, are hereby dismissed without prejudice in the following cases:

70-CV-07-29591	70-CV-07-29838	70-CV-07-30221	70-CV-08-6757
70-CV-07-29606	70-CV-07-29842	70-CV-07-30227	70-CV-08-7054
70-CV-07-29610	70-CV-07-29846	70-CV-07-30229	70-CV-08-7058
70-CV-07-29619	70-CV-07-29849	70-CV-07-30231	70-CV-08-7062
70-CV-07-29630	70-CV-07-30179	70-CV-07-30232	70-CV-08-7065
70-CV-07-29632	70-CV-07-30188	70-CV-07-30234	70-CV-08-7068
70-CV-07-29777	70-CV-07-30191	70-CV-08-6625	70-CV-08-7069
70-CV-07-29788	70-CV-07-30196	70-CV-08-6649	70-CV-08-7070
70-CV-07-29790	70-CV-07-30210	70-CV-08-6656	70-CV-08-7071

70-CV-07-29800 70-CV-07-30215 70-CV-08-6673 70-CV-08-7075
70-CV-07-29809 70-CV-07-30217 70-CV-08-6677 70-CV-08-7076
70-CV-07-29820 70-CV-07-30219 70-CV-08-6752 70-CV-08-7077

Dated: July 23, 2008

BY THE COURT:



Jerome B. Abrams
Judge of District Court