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JEANNE HICKS, CLERK ✓

C. SUTTON

BY: _____

1 Mark W. Drutz, #006772
2 Jeffrey R. Adams, #018959
3 Sharon Sargent-Flack, #021590
4 **MUSGROVE, DRUTZ & KACK, P.C.**
5 1135 Iron Springs Road
6 Prescott, Arizona 86305
7 (928) 445-5935

8 *Attorneys for Defendants*

9 **IN THE SUPERIOR COURT FOR THE STATE OF ARIZONA**

10 **IN AND FOR THE COUNTY OF YAVAPAI**

11 JOHN B. CUNDIFF and BARBARA C.
12 CUNDIFF, husband and wife; BECKY
13 NASH, a married woman dealing with her
14 separate property; KENNETH PAGE and
15 KATHRYN PAGE, as Trustee of the Kenneth
16 Page and Catherine Page Trust,
17
18 **Plaintiffs,**
19
20 v.
21
22 DONALD COX and CATHERINE COX,
23 husband and wife,
24
25 **Defendants.**

Case No. CV 2003-0399 ✓

Division No. 1 ✓

**RESPONSE TO PLAINTIFFS'
OPPOSITION TO DEFENDANTS'
AMENDED WITNESS LIST AND,
MOTION IN LIMINE**

(Assigned to the Honorable David L.
Mackey)

(Oral argument requested)

26 Defendants hereby respond to Plaintiffs' Opposition to Defendants' Amended Witness List
27 and, Motion *in Limine* ("**Opposition to Witnesses**" or "**Motion in Limine**"). Plaintiffs' request
28 should be denied because (i) all of the witnesses Defendants seek to call were disclosed prior to the
discovery cut-off in this case; and (ii) each of Defendants' witnesses is relevant to the Defendants'
defense of abandonment of the Declaration of Restrictions, and in most respects, different and unique.

1 This Response is supported by the accompanying Memorandum of Points and Authorities and the
2 record on file.

3
4 **MEMORANDUM OF POINTS AND AUTHORITIES**

5 **I. Defendants' Witnesses Booth, Carlin, Norbury And Morton Were Properly**
6 **Disclosed And Should Be Permitted To Testify.**

7 Defendants allege that Dennis Booth, Edward Carlin, Patricia Norbury and Eugene Morton
8 should be precluded from testifying as they were allegedly were not disclosed during the course of
9 discovery in this case. That is an untrue statement. As Plaintiffs' counsel was advised following
10 receipt of their Opposition to Witnesses, each of the foregoing witnesses were disclosed in
11 Defendants' November 11, 2004 Supplemental Rule 26.1 Disclosure Statement. See correspondence
12 attached hereto as Exhibit "1". Plaintiffs' counsel responded to Defendants' counsel's referral to the
13 foregoing disclosure statement advising that they had not received it. Id. However, as set forth in the
14 correspondence sent to Mr. Wilhelmsen on this issue, that disclosure statement was sent. See
15 November 11, 2004 Supplemental Rule 26.1 Disclosure Statement attached as Exhibit "2" without
16 exhibits attached.
17
18

19 Furthermore, Plaintiffs' claim of non-disclosure is akin to the pot calling the kettle black.
20 Plaintiffs have sought to call as witnesses the following individuals: Steve Stein, CPA, Dan Sanders,
21 Alan Cox and David ("Dusty") Eiker. See emailed version of the Joint Pretrial Statement attached
22 hereto as Exhibit "3" and which was first received by this office on Wednesday, July 20, 2005 at 4:25
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1 p.m.¹ Of the foregoing individuals, only Steve Stein, CPA, was disclosed. However, he was disclosed
2 too late with Plaintiffs' July 11, 2005 Fifth Supplemental Disclosure Statement. Further, none of the
3 other foregoing individuals were ever disclosed by Plaintiffs in their various disclosure statements
4 served prior to discovery cut-off. Defendants, therefore, should be permitted to call as witnesses each
5 of the foregoing individuals.
6

7 **II. Defendants Have A Right To Call All Of Their Witnesses On Their Amended**
8 **Witness List; Each Will Testify In A Different And Unique Manner On The Issue**
9 **Of Abandonment.**

10 Plaintiffs allege 32 of Defendants' witnesses they wish to call will testify in a redundant and
11 cumulative manner. How Defendants know the actual substance of the testimony of those 32
12 witnesses is curious as, according to most of them, neither Plaintiffs nor their counsel have ever
13 contacted them regarding their testimony. Rather, a large number of Defendants' witnesses have
14 advised undersigned that they were first contacted in the last few days by Plaintiffs' counsel inquiring
15 as to their expected testimony.
16

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18 This case involves real property in a planned subdivision called Coyote Springs Ranch
19 containing more than 300 individual lots. Plaintiffs seek to enforce certain restrictive covenants,
20 entitled "Declaration of Restrictions", against Defendants that have never before been enforced and/or
21 adhered to. Plaintiffs have ignored the foregoing fact and proceeded with their lawsuit despite the
22 abundance of evidence demonstrating a plethora of apparent violations of the Declaration of
23

24
25 ¹ Plaintiffs have advised that they already filed a Pretrial Statement despite the Court's order that a Joint
26 Pretrial Statement to be filed today. As is obvious, the draft Joint Pretrial Statement was not received until 4:25 p.m. on
27 July 20, 2005. Before being able to complete our review of the draft Joint Pretrial Statement prepared by Plaintiffs'
28 counsel, they advised us via correspondence that they had gone ahead and filed their own Pretrial Statement at noon on
Thursday July 21, 2005, without Defendants input or comment.

1 Restrictions at issue. Therefore, one defense Defendants have been forced to assert is that the
2 Declaration of Restrictions has been abandoned.

3
4 To prove abandonment, at trial Defendants must provide evidence that frequent violations of
5 the restrictive covenants have been permitted rendering the Declaration of Restrictions no longer
6 enforceable. See O'Malley v. Central Methodist Church, 67 Ariz. 245, 257, 194 P.2d 444, 452-53
7 (1948). Each of the 32 witnesses, as owners of real property in Coyote Springs Ranch, will testify as
8 to their own personal experiences with the Declaration of Restrictions, their observations regarding
9 the conditions of the properties in Coyote Springs Ranch in light of the Declaration of Restrictions,
10 and the efforts, or lack thereof, by any Coyote Springs Ranch property owner to enforce any of
11 provision of the Declaration of Restrictions at issue since that document was recorded in 1974. Those
12 witnesses' testimony will provide direct evidence of frequent violations of the Declaration of
13 Restrictions permitted since 1974 sufficient to meet the standard set forth in O'Malley.

14
15
16 If this were a situation involving a subdivision with only a few lots, a minimal number of
17 property owners and restrictive covenants that were of record for a short time period, 32 witnesses
18 might then be too many. However, this case involves over 300 separate parcels and a span of almost
19 31 years between the time the Declaration of Restrictions was recorded and today. The testimony of
20 all 32 witnesses, who each will offer their own perspectives and knowledge covering different time
21 periods and durations, is relevant. Nor will their testimony be cumulative or redundant.

22
23
24 With respect to Plaintiffs' claim of delay and harassment, it is noteworthy that all 32 witnesses
25 Plaintiffs seek to preclude were disclosed prior to discovery cut-off in this case. Additionally, the
26 Court ordered that all motions *in limine* be filed by July 1, 2005. Plaintiffs possessed Defendants'
27

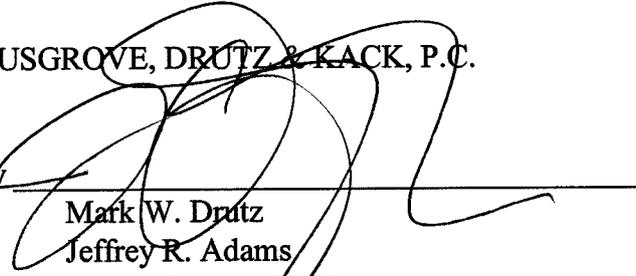
1 disclosure of all of the 32 foregoing witnesses prior to the foregoing date. Therefore, Plaintiffs'
2 objection to Defendants' witnesses and their Motion *in Limine* should have been filed by July 1, 2005;
3
4 it was not and therefore it is untimely. Further, as indicated on Defendants' Notice of Amended
5 Witness List, most of Defendants' witnesses' testimony will be brief. Defendants are fully aware that
6 they will have a limited time within which to put on their case in chief and will proceed accordingly.
7
8 Therefore, Defendants should not be precluded from calling any of the 32 witnesses to which
9 Plaintiffs' object. Based on the foregoing, the Opposition to Witnesses/Motion *in Limine* should be
10 denied.

11 Finally, Rule 7.2, Ariz. R. Civ. P., requires the parties to confer regarding potential issues that
12 could be the subject of motions *in limine*. Plaintiffs' counsel made absolutely no efforts to
13 communicate with any of Defendants' attorneys in this case regarding the subject matter of their
14 Opposition to Witnesses/Motion *in Limine*. The motion therefore, should be denied.
15

16 **III. Conclusion.**

17 Based on the foregoing, Plaintiffs' request to preclude Defendants' witnesses from testifying
18 should be denied.
19

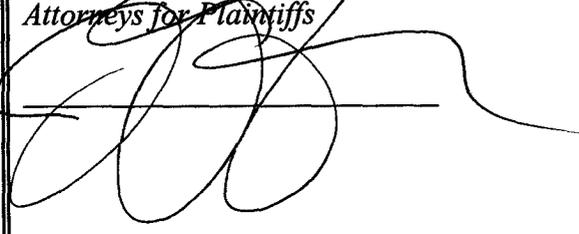
20 Dated this 22 day of July, 2005.

21 MUSGROVE, DRUTZ & KACK, P.C.
22
23 By 
24 Mark W. Drutz
25 Jeffrey R. Adams
26 Sharon Sargent-Flack
27 Attorneys for Defendants
28

1 COPY of the foregoing hand-delivered
2 this 22nd day of July, 2005 to:

3 The Honorable David L. Mackey
4 Yavapai County Superior Court
5 Division 1
6 Yavapai County Courthouse
7 Prescott, Arizona 86301

8 David K. Wilhelmsen, Esq.
9 Marguerite M. Kirk, Esq.
10 Favour, Moore & Wilhelmsen, P.A.
11 1580 Plaza West Drive
12 Post Office Box 1391
13 Prescott, Arizona ~~86302~~ 1391
14 *Attorneys for Plaintiffs*



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28



The Law Firm of

Favour Moore & Wilhelmsen, P.A.

David K. Wilhelmsen

1580 Plaza West Drive
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Telephone (928) 445-2444
Facsimile (928) 771-0450
DavidWilhelmsen@FMWlaw.net

July 20, 2005
File No. 10641.001

via Facsimile & U.S. Mail

Jeff Adams
MUSGROVE, DRUTZ & KACK, P.C.
Post Office Box 2720
Prescott, Arizona 86302-2720

Re: Cundiff, et al. v. Cox – Yavapai County Cause No. CV 2003-0399

Dear Jeff:

In response to your prior two (2) telephone calls to me today regarding your office's alleged disclosure of the four named individuals in our motion *in limine* most recently filed with the Court, please be advised that prior to filing the motion we checked every disclosure statement provided by your office and none of those four witnesses were listed. Hence, the filing of our motion *in limine*. In addition, we have double-checked our files and reviewed your disclosure statements again this morning, and again this afternoon, and have no disclosure statement from you or your office referencing these individuals.

Furthermore, in response to your most recent telephone call stating that you had forwarded to our office on November 10, 2004 a supplemental disclosure statement with no number, please be advised that such a disclosure statement was never received by our office on that date or at any other time. Each supplemental disclosure statement you have forwarded to our office has been sequentially numbered.

Very truly yours,



David K. Wilhelmsen
For the Firm

cc: Kenneth and Kathryn Page
John and Barbara Cundiff

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ATTORNEYS AT LAW
POST OFFICE BOX 2720, PRESCOTT, ARIZONA 86302-2720

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JEFFREY R. ADAMS
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July 20, 2005

File No. 9449-1

VIA FACSIMILE (928) 771-0450

David K. Wilhelmsen, Esq.
FAVOUR MOORE & WILHELMSSEN, P.A.
1580 Plaza West Drive
Prescott, Arizona 86305

Re: John B. Cundiff and Barbara C. Cundiff, et al. v. Donald Cox and Catherine Cox
Yavapai County Superior Court Cause No. CV 2003-0399

Dear Dave:

I faxed to you our November 11, 2004 Supplemental Disclosure Statement. I can't explain why you cannot seem to locate it. As you will note, due to the limited number of days for trial, we will not be calling all of those people listed in the November 11, 2004 Supplemental Disclosure Statement as witnesses. As to your comment regarding sequential numbering of our disclosure statements, due to multiple discovery requests being prepared on the same date, the legal secretary who prepared the November 11, 2004 Supplemental Disclosure Statement was not substantively involved in this case and therefore was unaware that there were Supplemental Disclosure Statements previously existing and therefore did not sequentially number the November 11, 2004 Supplemental Disclosure Statement.

Should you have any further questions regarding this matter, please contact me.

Sincerely,

MUSGROVE, DRUTZ & KACK, P.C.

By: _____

Jeffrey R. Adams

JRA/jw

cc: Donald & Catherine Cox

***** -COMM. JOURNAL- ***** DATE JUL-20 2005 ***** TIME 17:16 *****

MODE = TRANSMISSION

START=JUL-20 16:46

END=JUL-20 17:16

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The Law Offices of
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FAX COVER SHEET

DATE: July 20, 2005

TO: Sharon Sargent-Mack

FROM: Marguerite Kirk

FAX NO.: (928) 445-5980

PHONE: (928) 445-5935

RE: Cundiff, et al. v. Cox
File No. 10641.001

TOTAL PAGES TRANSMITTING (INCLUDING COVER SHEET): 2

SPECIAL INSTRUCTIONS: In response to your e-mail from July 20, 2005 at 3:07 p.m.

If there is a problem with transmittal, please call the operator listed below at (928) 445-2444.

OPERATOR: Karen

If you have not properly received this telecopy, please call at (928) 445-2444.
Our telecopy number is (928) 771-0450.

The information contained in this facsimile is attorney privileged and confidential information intended only for the use of the individual or entity named above. If the reader of this message is not the intended recipient, the employee, or agent responsible to deliver it to the intended recipient, please notify Favour, Moore & Wilhelmsen, P.A. immediately. You are hereby notified that any dissemination, distribution or copying of the communication is strictly prohibited. If you have received this communication in error, please immediately notify us by telephone (collect), and return the original message to us at the above address via the U.S. Postal service. Thank you.

The Law Firm of

Favour Moore & Wilhelmsen, P.A.

David K. Wilhelmsen

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July 21, 2005
File No. 10641.001

via Facsimile & U.S. Mail

Jeff Adams
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Post Office Box 2720
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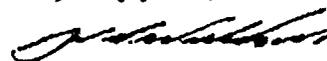
Re: Cundiff, et al. v. Cox – Yavapai County Cause No. CV 2003-0399

Dear Jeff:

In response to your correspondence dated July 20, 2005 regarding the supplemental disclosure statement you claim to have forwarded to our office on November 11, 2004, please be advised that it is not an issue that we "misplaced" that disclosure. Rather, it is an issue that we never received that disclosure statement in the first instance. Furthermore, we have confirmed with a former employce of your office that your office is routinely closed November 11 for the statutory holiday. Therefore, it is unlikely that you would have mailed us the document on that date.

We therefore continue to oppose your introduction of those 4 witnesses as well as any documents allegedly disclosed as part of that "supplemental disclosure." I further note that you have failed to abide by our agreement that you would forward your portion of the joint pre-trial statement to our office by July 20, 2005 at 5 p.m. I can only conclude that you still have not prepared the document. If I do not receive it in the next hour, I will be forced to file our portion of the joint pre-trial statement as you will not have afforded our office sufficient time to review and formulate objections to your witnesses and exhibits.

Very truly yours,



David K. Wilhelmsen
For the Firm

cc: Kenneth and Kathryn Page
John and Barbara Cundiff

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July 21, 2005

File No. 9449-1

VIA TELECOPIER - 771-0450

David K. Wilhelmsen, Esq.
Favour, Moore & Wilhelmsen, P.A.
1580 Plaza West Drive
Prescott, AZ 86303

Re: John B. Cundiff and Barbara C. Cundiff, et al. v. Donald Cox and Catherine Cox
Yavapai County Superior Court Cause No. CV 2003-0399

Dear Dave:

We are in receipt of your letter dated July 21, 2005 which was received this morning. In responding, be advised that our office is never closed on November 11 (unless it falls on a weekend). Rather, we give our employees the Friday following Thanksgiving off instead. Furthermore, given the circumstances occurring in our office at the time we prepared the November 11, 2004 Supplemental Disclosure Statement, we can assure you it was mailed to your office.

Based on the foregoing, we again refer you to our November 11, 2004 Supplemental Disclosure Statement reflecting that we disclosed to you the four witnesses you are challenging. In an effort to accommodate your trial preparation, we will work with you to facilitate your interview of those witnesses. In fact, I will personally call each of the four witnesses on this issue to facilitate your interviews.

We further intend to utilize the documentation enclosed with the November 11, 2004 Supplemental Disclosure Statement. Any challenge to our use of those documents will lack merit. Those documents were timely disclosed and are no surprise to your clients.

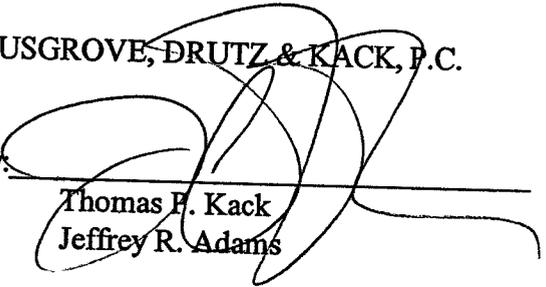
David K. Wilhelmsen, Esq.
Favour, Moore & Wilhelmsen, P.A.
July 21, 2005
Page Two

Regarding your comment regarding the Joint Pretrial Statement, be advised that Sharon Sargent-Flack requested the Joint Pretrial Statement from Marguerite last Thursday to ensure that we had sufficient time for our input into that document. I was sitting in her office when she made that telephone call. Furthermore, according to Sharon and her legal secretary, it was our understanding that you would hand-deliver the Joint Pretrial Statement to our office by Wednesday morning this week (which really would only give us two days to review what you prepared, propose changes and insert our parts), at which time we would insert our sections and information. However, we did not receive the Joint Pretrial Statement from your office until the end of the day yesterday, which has severely limited our opportunity to review the document, make changes and insert our portion. Based on the foregoing, even if we had agreed to have our insertions completed by yesterday, which according to Sharon and her secretary was not the case, your office has rendered it impossible for us to comply with your arbitrary and unilaterally determined July 20, 2005 cutoff date.

Should you have any questions, comments or concerns, please do not hesitate to contact me.

Sincerely,

MUSGROVE, DRUTZ & KACK, P.C.

By: 

Thomas F. Kack
Jeffrey R. Adams

JRA/jw

cc: Donald & Catherine Cox

The Law Offices of
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P. O. Box 1391
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FAX COVER SHEET

DATE: July 21, 2005

TO: Jeffrey Adams

FROM: David Wilhelmsen

FAX NO.: (928) 445-5980

PHONE: (928) 445-5935

RE: *Cundiff, et al. v. Cox*
File No. 10641.001

TOTAL PAGES TRANSMITTING (INCLUDING COVER SHEET): 3

SPECIAL INSTRUCTIONS:

If there is a problem with transmittal, please call the operator listed below at (928) 445-2444.

OPERATOR: Karen

If you have not properly received this telecopy, please call at (928) 445-2444.
Our telecopy number is (928) 771-0450.

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The Law Firm of

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July 21, 2005
File No. 10641.001

via Facsimile & U.S. Mail

Jeff Adams
MUSGROVE, DRUTZ & KACK, P.C.
Post Office Box 2720
Prescott, Arizona 86302-2720

Re: Cundiff, et al. v. Cox Yavapai County Cause No. CV 2003-0399

Dear Jeff:

In response to your second letter of today's date, please be advised that we never received your supplemental disclosure statement dated November 11, 2004 until this morning when you forwarded a copy by facsimile late yesterday afternoon. We will inform the Court accordingly and allow the Court to determine whether any witness or exhibit listed in that disclosure statement can be introduced by you at the time of trial.

There was *no* conversation that ever occurred between our offices at any time that we would forward by hand-delivery on Wednesday morning our portion of the joint pre-trial statement. Indeed, you could not have been present at a telephone conversation between Sharon Sargeant-Flack and Marguerite because (a) Sharon Sargeant-Flack never called our office on Thursday, July 14, 2005 as you state in your letter (verified by our telephone log record for that date); and, (b) no such conversation between anyone at our office occurred with anyone at your office, including Sharon Sargacnt-Flack.

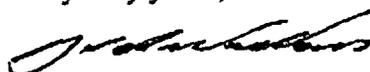
Indeed, the first discussion regarding the timing of the exchange of our respective portions of the joint pre-trial statement occurred on July 18, 2005, when a letter confirming the exchange date and time was forwarded to your office by hand-delivery. Again, on July 20, 2005, an e-mail to Sharon Sargaent-Flack confirmed the substance of that arrangement. We e-mailed our portion of the joint pre-trial statement to you on the afternoon of July 20, 2005 before 5 p.m. in conformity with our agreement (as memorialized in our July 18, 2005 correspondence).

Page 2

Having not received your portion of the joint pre-trial at any time on July 20, 2005, we wrote to you this morning requesting that you forward it within the hour from the time the letter was sent by facsimile to you this morning. We informed you then that if we did not receive your portion of the joint pre-trial that we had no option but to file our portion with the Court, reserving all objections to any witness, exhibit, characterization of fact or issue you may present in your pre-trial statement. We waited until noon today, and still not receiving any word from your office by any mode of communication (telephone call, facsimile, hand-delivery or e-mail), we then filed our pre-trial statement with the Court, your copy being forwarded by mail. You have had ample time to review our portion of the pre-trial statement and formulate objections, and it is unreasonable for you to contend that you lack sufficient time or opportunity to formulate any objections. On the other hand, your conduct in this regard has deprived us of a similar opportunity. Thus, we will have no option but to raise our objections at the time of trial.

Your preparation of your portion of the joint pre-trial (witnesses you intend on calling, exhibits you intend on using, facts and legal issues involved in this case) was in no way dependent upon your receipt of our portion of the joint pre-trial statement by Wednesday morning, July 20, 2005 (a date which could not have been arbitrarily selected by our office, as you claim, Sharon Sargaent-Flack and/or her secretary were under the impression apparently as early as Thursday, July 14, 2005, that you would receive our part of the pre-trial statement on July 20, 2005).

Very truly yours,



David K. Wilhelmsen
For the Firm

cc: Kenneth and Kathryn Page
John and Barbara Cundiff



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Jeffrey R. Adams, #018959
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3 Prescott, Arizona 86305
(928) 445-5935

4 Attorneys for Defendants
5

6 **IN THE SUPERIOR COURT FOR THE STATE OF ARIZONA**

7 **IN AND FOR THE COUNTY OF YAVAPAI**

8 JOHN B. CUNDIFF and BARBARA C.)
CUNDIFF, husband and wife;
9 ELIZABETH NASH, a married woman)
dealing with her separate property;
10 KENNETH PAGE and KATHRYN)
PAGE, as Trustee of the Kenneth Page)
and Catherine Page Trust,
11

12 Plaintiffs,

13 v.

14 DONALD COX and CATHERINE)
COX, husband and wife,
15

16 Defendants.
17

CASE NO. CV 2003-0399

DIVISION 3

**DEFENDANTS' SUPPLEMENTAL
RULE 26.1 DISCLOSURE
STATEMENT**

18 Defendants, Donald Cox and Catherine Cox, ("**Defendants**") by and through undersigned
19 counsel, disclose the following information pursuant to Rule 26.1 of the Arizona Rules of Civil
20 Procedure.

21 **III. 26.1(a)(3) WITNESSES WHOM DEFENDANTS EXPECT TO CALL AT TRIAL**

22 **Patricia Norbury**
23 **8342 E. Long Mesa Drive**
24 **Prescott Valley, Arizona 86314**

25 Ms. Norbury is expected to testify as to her observations of the uses and conditions of
properties in the Coyote Springs Ranch subdivision and those Coyote Springs Ranch residents and the
26 lack of enforcement of the Declaration of Restrictions at issue in this case.
27
28

1 **Arthur Savoini**
2 **Savoini's**
3 **1117 E. Iron Springs Road**
4 **Prescott, Arizona 86305**
5 **(928) 445-5713**

6 Mr. Savoini is expected to testify as to his transaction of business with businesses being
7 conducted in the portion of the Coyote Springs Ranch subdivision at issue in this case as well as his
8 general observations concerning the uses of the properties in that subdivision.

9 **Dennis Booth**
10 **9425 East Mummy View Drive**
11 **Prescott Valley, Arizona 86314**

12 Mr. Booth is expected to testify as to his observations of the uses and conditions of properties
13 in the Coyote Springs Ranch subdivision and those Coyote Springs Ranch residents and the lack of
14 enforcement of the Declaration of Restrictions at issue in this case.

15 **Michael and Marilee Sauer**
16 **Post Office Box 1148**
17 **Mayer, Arizona 86333**

18 Mr. and Mrs. Sauer are expected to testify regarding their hay sales activities to property
19 owners in Coyote Springs Ranch who then re-sell the hay to the general public.

20 **Edward Carlin**
21 **8405 Kelly Road**
22 **Prescott Valley, Arizona 86314**

23 Mr. Carlin is expected to testify as to his observations of the uses and conditions of properties
24 in the Coyote Springs Ranch subdivision and those Coyote Springs Ranch residents and the lack of
25 enforcement of the Declaration of Restrictions at issue in this case.

26 **Julie Dirodis**
27 **Cherry Creek Ranch**
28 **Post Office Box 820**
29 **Humboldt, Arizona 86329**

30 Ms. Dirodis is expected to testify regarding her knowledge of horse boarding, horse training
31 and horse breeding businesses in Coyote Springs Ranch.

32 **Mark Conner**
33 **Cherry Creek Ranch**
34 **Post Office Box 820**
35 **Humboldt, Arizona 86329**

36 Mr. Conner is expected to testify regarding his knowledge of horse boarding, horse training
37 and horse breeding businesses in Coyote Springs Ranch.

38 **Eugene Morton**
39 **3130 Nantini Circle**
40 **Prescott, Arizona**

41 Mr. Morton is the owner of the real property in Coyote Springs Ranch identified as 7630
42 Malooof Road. Mr. Morton is expected to testify as to his observations of the uses and conditions of

1 properties in the Coyote Springs Ranch subdivision and those Coyote Springs Ranch residents and the
2 lack of enforcement of the Declaration of Restrictions at issue in this case.

3 **Juanita Wood**
4 **Jeremy Page**
5 **Dave Page**
6 **Addresses Unknown**

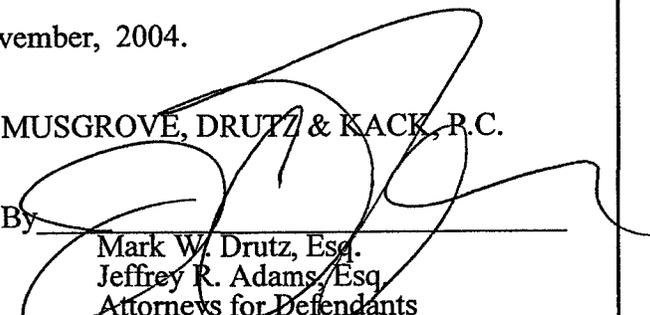
7 The foregoing individuals, who on information and belief Plaintiffs believe, are related to some
8 of the Plaintiffs in this case and are expected to testify as to Plaintiffs' Pages' solicitation of business
9 of Coyote Curt's Auto Repair and to testify regarding the invoices attached hereto. Upon receipt,
10 Defendants will provide contact information of the foregoing individuals although Defendants believe
11 Plaintiffs already are aware of said contact information.

12 **VIII. 26.1(a)(8) TANGIBLE EVIDENCE/RELEVANT DOCUMENTS AND/OR**
13 **INSURANCE AGREEMENTS WHICH PLAINTIFFS PLAN TO USE AT TRIAL**

- 14 1. Webster's New World Dictionary (3rd College Ed. 1988).
15 2. Invoices from Coyote Curt's Auto Repair attached hereto.

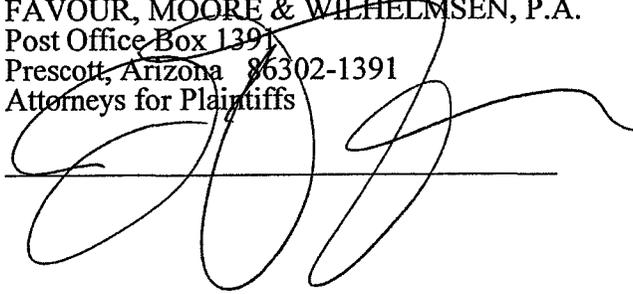
16 Respectfully submitted this 11 day of November, 2004.

17 MUSGROVE, DRUTZ & KACK, P.C.

18 By 

19 Mark W. Drutz, Esq.
20 Jeffrey R. Adams, Esq.
21 Attorneys for Defendants

22 The original and one copy
23 of the foregoing was mailed this
24 11 day of November, 2004 to:

25 David K. Wilhelmsen
26 Marguerite M. Kirk
27 FAVOUR, MOORE & WILHELMSSEN, P.A.
28 Post Office Box 1391
Prescott, Arizona 86302-1391
Attorneys for Plaintiffs


ALL PARTS INSTALLED ARE NEW UNLESS SPECIFIED SECURE

*CODE N-NEW U-USED R-REBUILT

REPAIR ORDER

LABOR CHARGE

QTY.	PART NO. OR DESCRIPTION	SALE AMOUNT
1/2	COOLANT	3.50
1	oil filter	4.99
1	4pc oil	8.00
TOTAL PARTS		16.49
OUTSIDE/SUBLET REPAIRS		
TOTAL SUBLET REPAIRS		
FOLLOWING REPAIRS RECOMMENDED		

NAME <i>Quail, Homer</i>		DRIVE - <i>03</i>	
ADDRESS		CITY	
PHONE YES <input type="checkbox"/> NO <input type="checkbox"/>	YEAR <i>6/99</i>	MAKE <i>Nissan</i>	TYPE OR MODEL <i>Pickup</i>
BUS <input type="checkbox"/>	MILEAGE <i>176,046</i>	LICENSE NO.	SETUP NO.
MOTOR NO.		DIFF. <input type="checkbox"/>	
REPAIR ORDER DESCRIPTION OF WORK			
<i>TOP OH (amount), check Battery (11.1) - (cost)</i>			
<i>Check front end - looks ok - needs</i>			
<i>Alignment</i>			
<i>Perck # 801 1702</i>			
ORIGINAL ESTIMATE \$	DATE	TIME	BY
REVISED ESTIMATE \$	DATE	TIME	BY
REVISED ESTIMATE \$	DATE	TIME	BY
I acknowledge notice and oral approval of an increase in the original estimated price. X		YES <input type="checkbox"/> NO <input type="checkbox"/>	
Replaced parts requested by customer. I hereby authorize the above repair work to be done along with necessary materials. You and your employees may operate above vehicle for purposes of testing, inspection or delivery at my risk. An express mechanic's lien is acknowledged on above vehicle to secure the amount of repairs thereto. You will not be held responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft, accident or any other cause beyond your control. I have read and understand the above and acknowledge receipt of an estimate and a copy of the Song-Beverly Warranty Act.			
TOTAL LABOR	<i>46.00</i>		
TOTAL PARTS	<i>16.49</i>		
GAS, OIL, GREASE			
SUBLET REPAIRS			
PAY THIS AMOUNT	<i>62.49</i>		
TAX	<i>1.72</i>		

- CASH
- CHECK
- CHARGE
- CREDIT CARD

ALL PARTS INSTALLED ARE NEW UNLESS SPECIFIED SECURE

*CODE N-NEW U-USED R-REBUILT

PART NO. OR DESCRIPTION

SALE AMOUNT

NAME *Tommy King*

DATE *5/4/04*

MAINTENANCE INSPECTION

REPAIR ORDER

LABOR CHARGE

ADDRESS *1113*

LUBRICATION

CITY

CHANGE OIL

PHONE YES NO

YEAR *91*

MAKE *Nissan*

TYPE OR MODEL *1411111111*

CHANGE OIL FILTER CART.

BUS

SECU. NO.

MOTOR NO.

TRANS.

MILEAGE *185,000*

LICENSE NO.

DIFF.

OPER. NO.

REPAIR ORDER DESCRIPTION OF WORK

Repair Timing Belt

200.00

Check Brakes - R/R front pads + clean.

35.00

check, clean + adjust rear brakes, set

110.00

TOTAL PARTS

49.92

OUTSIDE-SUBLET REPAIRS

TOTAL SUBLET REPAIRS

PLEASE PRINT HERE FOLLOWING REPAIRS RECOMMENDED

ORIGINAL ESTIMATE \$ DATE TIME BY

REVISED ESTIMATE \$ DATE TIME BY

I acknowledge notice and oral approval of an increase in the original estimated price. X

TOTAL LABOR

495.00

TOTAL PARTS

49.92

GAS, OIL, GREASE

49.92

SUBLET REPAIRS

49.92

CASH CHECK CHARGE CREDIT CARD

X

PAY THIS AMOUNT

495.00

ALL PARTS INSTALLED ARE NEW UNLESS SPECIFIED SECURE

*CODE N-NEW U-USED R-REBUILT

QTY.	PART NO. OR DESCRIPTION	SALE AMOUNT
1	oil filter	4.99
4	oil oil	8.00
4	oil Trans fluid	8.00
1	oil oil	3.50
TOTAL PARTS		24.49
TOTAL SUBLET REPAIRS		
TOTAL SUBLET REPAIRS		

- CASH
- CHECK
- CHARGE
- CREDIT CARD

NAME: Jeremy Page DATE: 8/14/03

ADDRESS: _____

CITY: _____

PHONE: YES NO YEAR: 91 MAKE: Nissan TYPE OR MODEL: Pathfinder

RES BUS LICENSE NO. _____

SECTIAL NO. _____ MOTOR NO. _____

OPER NO. _____

REPAIR ORDER DESCRIPTION OF WORK

MAINTENANCE INSPECTION 15.00

LUBRICATION 7.50

CHANGE OIL GRADE 8.00

CHANGE OIL FILTER CART 3.50

TRANS 8.00

DIFF.

ORIGINAL ESTIMATE	REVISSED ESTIMATE	DATE	TIME	BY	TOTAL LABOR	TOTAL PARTS	TOTAL
\$	\$	DATE	TIME	BY	50.00	24.49	74.49
REVISSED ESTIMATE	REVISSED ESTIMATE	DATE	TIME	BY			
REVISSED ESTIMATE	REVISSED ESTIMATE	DATE	TIME	BY			

I acknowledge notice and oral approval of an increase in the original estimated price: YES NO

Replaced parts requested by customer

I hereby authorize the above repair work to be done along with necessary materials. You and your employees may operate above vehicle for purposes of testing, inspection or delivery at my risk. An express mechanic's lien is acknowledged on above vehicle to secure the amount of repairs therefor. You will not be held responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft, accident or any other cause beyond your control. I have read and understand the above and acknowledge receipt of an estimate and a copy of the Song-Beverly Warranty Act.

PAY TIRES AMOUNT: _____ TAX: _____

ALL PARTS INSTALLED ARE NEW UNLESS SPECIFIED SECURE

*CODE N-NEW U-USED R-REBUILT

QTY.	PART NO. OR DESCRIPTION	SALE AMOUNT
2	Brake Pads R 57	118.00
1	R/Front Brakes	58.00
1	oil filter	4.99
4	15 oil	9.00
1	R/Rear Shocks	29.00
5	2x Wheel/Hub Hubs	10.00
	Mount Ball Brakes	N/C
TOTAL PARTS		228.39
OUTSIDE SUBLET REPAIRS		
TOTAL SUBLET REPAIRS		
PLEASE INITIAL HERE _____ FOLLOWING REPAIRS RECOMMENDED		

- CASH
- CHECK
- CHARGE
- CREDIT CARD

NAME	Jeremy Lopez		DATE	1-09-03																																																									
ADDRESS																																																													
CITY																																																													
PHONE	YES <input type="checkbox"/> NO <input type="checkbox"/>	YEAR	71	MAKE	Nissan	TYPE OR MODEL	Pathfinder																																																						
RES. <input type="checkbox"/>	BUS <input type="checkbox"/>	LICENSE NO	168,000	SERIAL NO		MOTOR NO																																																							
MILEAGE																																																													
<table border="1"> <thead> <tr> <th>OPER. NO.</th> <th>REPAIR ORDER</th> <th>DESCRIPTION OF WORK</th> <th>MAINTENANCE INSPECTION</th> <th>LUBRICATION</th> <th>CHANGE OIL GRADE</th> <th>CHANGE OIL FILTER CART.</th> <th>TRANS.</th> <th>DIFF.</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td>Replaced front brakes 1 jobs, repack wheel bearings, brake caliper sliding</td> <td></td> <td><input checked="" type="checkbox"/></td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td></td> <td></td> <td>replace rear brakes 1 machine drive, clean</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td>work + adjust</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td>Repair passenger side manifold + resurface,</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td>replace studs + spacers</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>								OPER. NO.	REPAIR ORDER	DESCRIPTION OF WORK	MAINTENANCE INSPECTION	LUBRICATION	CHANGE OIL GRADE	CHANGE OIL FILTER CART.	TRANS.	DIFF.			Replaced front brakes 1 jobs, repack wheel bearings, brake caliper sliding		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			replace rear brakes 1 machine drive, clean									work + adjust									Repair passenger side manifold + resurface,									replace studs + spacers						
OPER. NO.	REPAIR ORDER	DESCRIPTION OF WORK	MAINTENANCE INSPECTION	LUBRICATION	CHANGE OIL GRADE	CHANGE OIL FILTER CART.	TRANS.	DIFF.																																																					
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		replace studs + spacers																																																											
ORIGINAL ESTIMATE \$	DATE	TIME	BY	TOTAL LABOR	490.00																																																								
REVISED ESTIMATE \$	DATE	TIME	BY	TOTAL PARTS	228.39																																																								
REVISED ESTIMATE \$	DATE	TIME	BY	GAS, OIL, GREASE																																																									
I acknowledge notice and oral approval of an increase in the original estimated price. X				SUBLET REPAIRS																																																									
Replaced parts requested by customer YES <input type="checkbox"/> NO <input type="checkbox"/>				I hereby authorize the above repair work to be done along with necessary materials. You and your employees may operate above vehicle for purposes of testing, inspection or delivery at my risk. An express mechanic's lien is acknowledged on above vehicle to secure the amount of repairs thereto. You will not be held responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft, accident or any other cause beyond your control. I have read and understand the above and acknowledge receipt of an estimate and a copy of the Song-Beverly Warranty Act.																																																									
PAY THIS AMOUNT				TAX	19.11																																																								

REPAIR ORDER
LABOR CHARGE

ALL PARTS INSTALLED ARE NEW UNLESS SPECIFIED SECURE

*CODE N-NEW U-USED R-REBUILT

QTY.	PART NO. OR DESCRIPTION	SALE AMOUNT
4	QTS oil 15W40	\$100
8	QTS Trans Fluid	16.00
1	Oil Filter	4.99
	Window Latch Pins	23.50
TOTAL PARTS		52.49
OUTSIDE SUBLET REPAIRS		
TOTAL SUBLET REPAIRS		
TOTAL		

- CASH
- CHECK
- CHARGE
- CREDIT CARD

NAME	Dore Jay		DATE	2.20.04			
ADDRESS							
CITY							
PHONE	YES <input type="checkbox"/> NO <input type="checkbox"/>	YEAR	94	MAKE	Mercedes	TYPE OR MODEL	Truck
BUS. <input type="checkbox"/>	LICENSE NO.	NO. OF SEATS	NO. OF CR. SEATS	DIFF.	<input type="checkbox"/>	TRANS.	<input type="checkbox"/>
MILEAGE	191,000	REPAIR ORDER NO.		DESCRIPTION OF WORK			
Original Estimate \$ 30.00 DATE TIME BY Revised Estimate \$ 52.49 DATE TIME BY Revised Estimate \$ DATE TIME BY I acknowledge notice and oral approval of an increase in the original estimated price. X							
Replaced parts requested by customer YES <input type="checkbox"/> NO <input type="checkbox"/> I hereby authorize the above repair work to be done along with necessary materials. You and your employees may operate above vehicle for purposes of testing, inspection or delivery at my risk. An express mechanic's lien is acknowledged on above vehicle to secure the amount of repairs thereto. You will not be held responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft, accident or any other cause beyond your control. I have read and understand the above and acknowledge receipt of an estimate and a copy of the Song-Beverly Warranty Act.							
TOTAL LABOR				30.00			
TOTAL PARTS				52.49			
GAS, OIL, GREASE							
SUBLET REPAIRS							
PAY THIS AMOUNT				453			

REPAIR ORDER
LABOR CHARGE

REPAIR ORDER

QTY.	PART NO.	MATERIAL USED DESCRIPTION	PRICE	WARRANTY YES
		AVL	143.29	
		3458	3458	
		517	517	
		517	517	
		394	394	
		19506	19506	
		700	700	
		OUTSIDE REPAIRS		
		BROUGHT FORWARD		
		TOTAL PARTS	393.15	
		ACCESSORIES		
		ACCESSORY NO.		
		PRICE		
		WARRANTY YES		
		TOTAL ACCESSORIES		

NAME: Price Page DATE: 11-2-00

ADDRESS: _____

MAKE: Ford TYPE OF MODEL: Truck YEAR: 99 RECEIVED: _____

SERIAL NO.: _____ ENGINE NO.: _____ PROLISED: _____

ODOMETER: 133,000 LICENSE NO.: _____ TERMS: _____ PHONE WHEN READY: YES NO

ORDER WRITTEN BY: _____ PHONE: _____

DSS	ISSJ	LABOR CHARGE
		Lubrication
		Oil & Grease
		Change Oil Filter
		Change Tire
		Change Dir
		Change Front Wheel Brakes
		Adjust Brakes
		Road Test
		Wash & Wax
		State Inspection

1. I request an estimate in writing before you begin repairs. _____

2. Please proceed with repairs, but call me before continuing if the price will exceed \$ _____

3. I do not want an estimate. _____

I hereby authorize the above repair work to be done along with the necessary material, and hereby grant you and/or your employees permission to operate the car or truck herein described on streets, highways or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above car or truck to secure the amount of repairs thereto.

NOT RESPONSIBLE FOR LOSS OR DAMAGE TO CARS OR ARTICLES LEFT IN CARS IN CASE OF FIRE, THEFT OR ANY OTHER CAUSE BEYOND OUR CONTROL.

TOTAL GAS, OIL & GREASE: _____ PRICE: _____

GAS, OIL & GREASE: _____

QTS OIL: _____

LBS. GREASE: _____

TOTAL GAS, OIL, & GREASE: _____

METHOD OF PAYMENT: CASH CHECK CHANGE

LABOR: FLAT RATE HOURLY BOTH

TOTAL LABOR: _____

TOTAL PARTS: _____

ACCESSORIES: _____

GAS, OIL & GREASE: _____

OUTSIDE REPAIRS: _____

TAX: _____

TOTAL AMOUNT: 549.28

REPAIR ORDER

QTY.	PART NO.	DESCRIPTION	PRICE	WARRANTY
1	W88	Set of 4 rings	500.00	
1		Shocks & Bolts		
1		Front Suspension	115.83	
1		16 Rod	244.44	
1		1200 Sg	12.08	
2		1.00 Pyromark	9000	
		Motor fluid	2.29	
TOTAL PARTS			1143.94	
BROUGHT FORWARD				
TOTAL ACCESSORIES				

NAME: Dave Page
 ADDRESS: [blank]
 MAKE: Nissan
 TYPE OR MODEL: Pickup
 YEAR: 94
 SERIAL NO.: [blank]
 ENGINE NO.: [blank]
 ODOMETER: [blank]
 LICENSE NO.: [blank]
 ORDER WRITTEN BY: [blank]
 RECEIVED: 3-13-01
 PROCESSED: [blank]
 PHONE WHEN READY: [blank]

OPER NO. 16
 INSTRUCTIONS: Repair rear springs, shocks, 2 wheel hubs, replace corna bearing, 1 front hub, replace 16 rod, 1200 sg, 1.00 pyromark, 2 motor fluid, reconnected KLF brake line, speed machine, Deposit 500.00

1. I hereby authorize the above repair work to be done along with the necessary material, and hereby grant you and/or your employees permission to operate the car or truck herein described on streets, highways or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above car or truck to secure the amount of repairs thereto.

2. Please proceed with repairs, but call me before continuing if the price will exceed \$ _____

3. I do not want an estimate.

NOT RESPONSIBLE FOR LOSS OR DAMAGE TO CARS OR ARTICLES LEFT IN CARS IN CASE OF FIRE THEFT OR ANY OTHER CAUSE BEYOND OUR CONTROL.

TOTAL GAS, OIL & GREASE	PRICE
GALS GAS	
QTS OIL	
LBS GREASE	
TOTAL GAS, OIL, & GREASE	

METHOD OF PAYMENT:
 CASH
 CHECK
 CREDIT CARD
 FLAT RATE
 HOURLY
 BOTTLE

TOTAL LABOR	370.00
TOTAL PARTS	1143.94
ACCESSORIES	
GAS, OIL & GREASE	
OUTSIDE REPAIRS	
TAX	57.28
TOTAL AMOUNT	1191.22

REPAIR ORDER

QTY	PART NO.	MATERIAL USED DESCRIPTION	PRICE	WARRANTY YES/NO
1		Oil	14.91	
1		Filter	5.99	
1		Wash	7.00	
		OUTSIDE REPAIRS		
		BROUGHT FORWARD		
		TOTAL PARTS	27.90	
		TOTAL ACCESSORIES		
		TOTAL ACCESSORIES		

NAME: Di... .. DATE: 12-1-00

ADDRESS: ...

MAKE: ... TYPE OH MODEL: ... YEAR: 99 RECEIVED BY: ...

SERIAL NO: ... ENGINE NO: ... PHONE NO: ...

ODOMETER: 72856 LICENSE NO: ... TERMS: P-ONE W.I.C.N. READY NO

ORDER WRITTEN BY: ... PHONE: ...

OPEN NO. 16 INSTRUCTIONS: Repair Oil & Grease

You are entitled to a price estimate for the repairs you have authorized. The repair price may be less than the estimate, but will not exceed the estimate without your permission. Your signature will indicate your estimate selection.

Teardown estimate - I understand that my car will be reassembled within _____ days of the date shown if I choose not to authorize the services recommended.

1. I request an estimate in writing before you begin repairs.

2. Please proceed with repairs, but call me before continuing if the price will exceed \$ _____

3. I do not want an estimate.

I hereby authorize the above repair work to be done along with the necessary material, and hereby grant you and/or your employee permission to operate the car or truck herein described on streets, highways or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above car or truck to secure the amount of repairs thereto.

NOT RESPONSIBLE FOR LOSS OR DAMAGE TO CARS OR ARTICLES LEFT IN CARS IN CASE OF FIRE, THEFT OR ANY OTHER CAUSE BEYOND OUR CONTROL.

TOTAL GAS, OIL & GREASE	PRICE	
GALS. GAS	②	
QTS. OIL	②	
LBS. GREASE	②	
TOTAL GAS, OIL, & GREASE		

METHOD OF PAYMENT: CASH CHECK FLAT RATE HOURLY OTHER

TOTAL LABOR	25.00
TOTAL PARTS	27.90
ACCESSORIES	
GAS, OIL & GREASE	
OUTSIDE REPAIRS	
TAX	4.11
TOTAL AMOUNT	56.91

REPAIR ORDER

MATERIAL USED			
QTY.	PART NO.	DESCRIPTION	PRICE
1		Oil, 1 qt	2.93
1		Oil, 1 qt	3.92
1		Oil, 1 qt	8.00
1		Oil, 1 qt	4.00
1		Oil, 1 qt	89.92
1		Oil, 1 qt	5.19
1		Oil, 1 qt	18.10
1		Oil, 1 qt	1.10
1		Oil, 1 qt	9.95
1		Oil, 1 qt	13.13
1		Oil, 1 qt	10.94
1		Oil, 1 qt	60.00
1		Oil, 1 qt	39.00
1		Oil, 1 qt	6.50
1		Oil, 1 qt	7.50
1		Oil, 1 qt	4.99
1		Oil, 1 qt	4.50
1		Oil, 1 qt	6.66
1		Oil, 1 qt	3.00
BROUGHT FORWARD			
TOTAL PARTS			354.07
TOTAL ACCESSORIES			
TOTAL ACCESSORIES			

NAME: _____ ADDRESS: _____ DATE: _____

MAKE: _____ TYPE OH/ MOD: _____ YEAR: _____ RECEIVED: _____

SERIAL NO.: _____ ENG. VL. NO.: _____ PHIC. NO.: _____

ODOMETER: _____ LICENSE NO.: _____ TERMS: _____ PHONE WRITTEN READY: _____

PHONE: _____ ORDER WRITTEN BY: _____

INSTRUCTIONS: _____

LABOR CHARGE: _____

LABOR: _____

TOTAL LABOR: _____

TOTAL PARTS: _____

TOTAL GAS, OIL, & GREASE: _____

TOTAL AMOUNT: _____

1. I request all work to be done along with the necessary material, and hereby grant you and/or your employees permission to operate the car or truck herein described on streets, highways or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above car or truck to secure the amount of repairs hereon.

2. Please proceed with repairs, but call me before continuing if the price will exceed \$ _____

3. I do not want an estimate.

NOT RESPONSIBLE FOR LOSS OR DAMAGE TO CARS OR ARTICLES LEFT IN CARS IN CASE OF FIRE, THEFT OR ANY OTHER CAUSE BEYOND OUR CONTROL.

METHOD OF PAYMENT: _____

LABOR: _____

TOTAL LABOR: _____

TOTAL PARTS: _____

TOTAL GAS, OIL, & GREASE: _____

TOTAL AMOUNT: _____

REPAIR ORDER

MATERIAL USED

QTY	PART NO	DESCRIPTION	PRICE	WARRANTY
1		oil	14.00	
1		oil filter	6.52	
1		air filter	29.00	
1		air filter	8.49	
1		tube drive	1.95	
TOTAL PARTS			55.96	
BROUGHT FORWARD				
TOTAL ACCESSORIES				

NAME: Dave Ruge
ADDRESS:
MAKE: John Deere
TYPE OR MODEL: tractor
YEAR:
ENGINE NO:
ORDER NO: 169.5403
ORDER WRITTEN BY:
TERMS:
RECEIVED: 5-10-00
AM P.M.:
PHONE WHEN READY: YES NO
PHONE: 775-6235

OPER NO. INSTRUCTIONS

1. request an estimate in writing before you begin repairs
 2. Please proceed with repairs, but call me before continuing if the price will exceed \$
 3. I do not want an estimate
 I hereby authorize the above repair work to be done along with the necessary material, and hereby grant you and / or your employees permission to operate the car or truck herein described on streets, highways or elsewhere for the purpose of testing and / or inspection. An express mechanic's lien is hereby acknowledged on above car or truck to secure the amount of repairs thereto.

You are entitled to a price estimate for the repairs you have authorized. The repair price may be less than the estimate, but will not exceed the estimate without your permission. Your signature will indicate your estimate selection.
 Teardown estimate - I understand that my car will be reassembled within _____ days of the date shown if I choose not to authorize the services recommended.

APPROXIMATE AIR FILTER 17.00
 CLEAN AIR FILTER 10.00
 1600 BTU DIRT FROM RADIATOR & FRONT END
 Grease: Belcol Fluids, 1 Front end
 Change oil 1 oil filter
 Adjust Clutch
 Wheel 1025

358.91

NOT RESPONSIBLE FOR LOSS OR DAMAGE TO CARS OR ARTICLES LEFT IN CASE OF FIRE, THEFT OR ANY OTHER CAUSE BEYOND OUR CONTROL

GAS, OIL & GREASE	PRICE
GAS	0
OIL	0
GREASE	0
TOTAL GAS, OIL & GREASE	

Method of Payment:
 Cash
 Check
 Charge
Labor:
 Flat rate
 Hourly
 Both

TOTAL LABOR	TOTAL PARTS	TOTAL AMOUNT
175.00	55.96	230.96
TAX		4.19
TOTAL AMOUNT		235.15

REPAIR ORDER

MATERIAL USED

QTY	PART NO	DESCRIPTION	PRICE	WARRANTY
15		Gilsons Lamin. Oil	\$5.00	
2		FITTED	14.00	
TOTAL PARTS			69.00	
TOTAL ACCESSORIES				
TOTAL ACCESSORIES				

NAME: Blue Page DATE: _____
 ADDRESS: _____
 MAKE: John Deere TYPE/OR MODEL: Tractor YEAR: _____
 SERIAL NO: _____ ENGINE NO: _____
 ODOMETER: _____ LICENSE NO: _____ TERMS: _____
 ORDER WRITTEN BY: _____ PHONE WHEN READY: YES NO

INSTRUCTIONS

1 I request an estimate in writing before you begin repairs _____
 2 Please proceed with repairs, but call me before continuing if the price will exceed \$ _____
 3 I do not want an estimate _____

I hereby authorize the above repair work to be done along with the necessary material and hereby grant you and / or your employees permission to operate the car / truck herein described on streets, highways or elsewhere for the purpose of testing and / or inspection. An express mechanic's lien is hereby acknowledged on above car or truck to secure the amount of repairs thereto.

OPER NO: _____ INSTRUCTIONS: Replace Hydraulic Fluid in TRANSDITE, replace both Filters

Paul G. Smith

ISS: _____ ISU: _____
 Change Tires
 Change Oil
 Wash
 State Inspection

NOT RESPONSIBLE FOR LOSS OR DAMAGE TO CURS OR ARTICLES LEFT IN CASE OF FIRE, THEFT OR ANY OTHER CAUSE BEYOND OUR CONTROL

GAS, OIL & GREASE	PRICE
GALS GAS @	
QTS OIL @	
LBS GREASE @	
TOTAL GAS, OIL & GREASE	

Method of Payment:
 Cash
 Check
 Charge
 Flat rate
 Hourly
 Both

ACCESSORIES	PRICE	WARRANTY YES/NO
TOTAL PARTS	69.00	
TOTAL AMOUNT	129.18	

Repair Order

TAXABLE MATERIALS USED			
QTY	PART NO.	MATL DESCRIPTION	PRICE
		Wash Oil	9.05
		Wash Oil	4.99
		Wash Oil	14.50
		Wash Oil	44.12
		Wash Oil	90.00
TOTAL TAXABLE MATERIALS			162.86
OUTSIDE LABOR (NON-TAXABLE)			
TOTAL NON-TAXABLE ITEMS			

NAME _____ **DATE** 11-3-01
ADDRESS _____
MAKE Alfa Romeo **TYPE OR MODEL** 164 **YEAR** 87
SERIAL NO. _____ **ENGINE NO.** _____
ODOMETER 152,000 **LICENSE NO.** _____ **TERMS** _____
ORDER WRITTEN BY _____ **PHONE WHEN READY** YES NO
PHONE NO. _____

OPER NO. _____ INSTRUCTIONS _____

Request front side inner bearings	25.00
Replaces 20 Siken	1.75
Replaces front struts	30.00
Tire Road M11. Bell	9.50
TOTAL TAXABLE MATERIALS	
OUTSIDE LABOR (NON-TAXABLE)	
TOTAL NON-TAXABLE ITEMS	
TOTAL AMOUNT DUE	

WILL CALL	DELIVERY	LABOR CHARGE
<input type="checkbox"/>	<input type="checkbox"/>	Lubrication <input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	Change Oil <input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	Change Oil Filter Cart. <input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	Change Trans. <input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	Change Diff. <input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	Pack Front Wheel Bearings <input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	Adjust Brakes <input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	Rotate Tires <input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	Alternator <input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	State Inspection <input type="checkbox"/>

1. I request an estimate in writing before you begin X _____
 2. Please proceed with repairs, but call me before continuing if the price will exceed \$ _____
 3. I do not want an estimate. X _____
 I hereby authorize the above repair work to be done along with necessary material, and hereby grant you and/or employees permission to operate the car or truck herein described on streets, highways or elsewhere for the purpose of testing and / or inspection. An express mechanic's lien is hereby acknowledged on above car or truck to secure the amount of repairs thereto. Furthermore, I state that I have auto insurance on car or truck while for purpose of test driving, etc.

METHOD OF PAYMENT:
 CASH
 CHECK # _____
 CHARGE Auth. # _____
 LABOR: FLAT RATE HOURLY BOTH

TOTAL TAXABLE MAT'L'S	162.86
TAX	13.52
TOTAL NON-TAXABLE ITEMS	
TOTAL AMOUNT DUE	176.38

Repair Order

TAXABLE MATERIALS USED

QTY	PART NO.	MATL DESCRIPTION	PRICE	WARRANTY YES/NO
1		Oil	75.50	
4		Filters	10.3	
11		Parts	14.25	
1		Parts	4.19	
1		Parts	4.79	
1		Parts	8.89	
TOTAL TAXABLE MATERIALS			131.98	
OUTSIDE LABOR (NON-TAXABLE)				
TOTAL NON-TAXABLE ITEMS				

NAME Bob King **DATE** 1/14/01
ADDRESS _____
MAKE Oldsmobile **TYPE OR MODEL** 4x4 **YEAR** 91 **RECEIVED** _____
SERIAL NO. _____ **ENGINE NO.** 20V12001 **PROMISED** _____
ODOMETER 55,838 **LICENSE NO.** _____ **TERMS** _____ **PHONE WHEN READY** _____
ORDER WRITTEN BY _____ **PHONE NO.** _____

LABOR CHARGE
Substation
Change Oil
Change Oil Filter
Change Trans.
Change Dr.
Pack Front Wheel Bearings
Adjust Brakes
Rotate Tires
Alternator
State Inspection

OPER NO. _____ **INSTRUCTIONS**
Repair 1 steering knuckle / air exch / shocks (both sides)
code 511 047 / 1 Test ball bearings to frame.

1. I request an estimate in writing before you begin X _____
 2. Please proceed with repairs, but call me before continuing if the price will exceed \$ _____
 3. I do not want an estimate. X _____
 I hereby authorize the above repair work to be done along with necessary material, and hereby grant you and/or employees permission to operate the car or truck herein described on streets, highways or elsewhere for the purpose of testing and / or inspection. An express mechanic's lien is hereby acknowledged on above car or truck to secure the amount of repairs thereto. Furthermore, I state that I have auto insurance on car or truck while for purpose of test driving, etc.

METHOD OF PAYMENT:
 CASH
 CHECK # _____
 CHARGE Auth. # _____
 FLAT RATE HOURLY BOTH

TOTAL TAXABLE MAT'L'S	131.98
TAX	10.94
TOTAL NON-TAXABLE ITEMS	
TOTAL AMOUNT DUE	142.92

ALL PARTS INSTALLED ARE NEW UNLESS SPECIFIED SECURE

*CODE N-NEW U-USED R-REBUILT

REPAIR ORDER

LABOR CHARGE

QTY.	PART NO. OR DESCRIPTION	SALE AMOUNT
1	Oil Filter	4.99
1	Oil	7.00
1	Battery Brackets	5.99
1	Belt Set	3.99
TOTAL PARTS		21.97
OUTSIDE SUBLET REPAIRS		
TOTAL SUBLET REPAIRS		
PLEASE INITIAL HERE _____		
FOLLOWING REPAIRS RECOMMENDED		

NAME: Jesse Page
 ADDRESS: _____
 CITY: _____
 PHONE: YES NO YEAR: 94 MAKE: Nissan TYPE OR MODEL: Pickup
 RES BUS MILAGE: 184987 LICENSE NO.: _____ SERIAL NO.: _____ MOTOR NO.: _____
 OPER. NO.: _____

REPAIR ORDER	DESCRIPTION OF WORK	MAINTENANCE INSPECTION	LUBRICATION	CHANGE OIL GRADE	CHANGE OIL FILTER CART.	TRANS.	DIFF.
	Repair Battery & Hold down Brackets	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	1 crew cables	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Order Brakes (H&L S&F)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

ORIGINAL ESTIMATE	DATE	TIME	BY	TOTAL LABOR
\$				4000
REVISED ESTIMATE	DATE	TIME	BY	TOTAL PARTS
\$				21.97
REVISED ESTIMATE	DATE	TIME	BY	GAS, OIL, GREASE
\$				
				SUBLET REPAIRS

Replaced parts requested by customer YES NO
 I hereby authorize the above repair work to be done along with necessary materials. You and your employees may operate above vehicle for purposes of testing, inspection or delivery at my risk. An express mechanic's lien is acknowledged on above vehicle to secure the amount of repairs thereto. You will not be held responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft, accident or any other cause beyond your control. I have read and understand the above and acknowledge receipt of an estimate and a copy of the Song-Beverly Warranty Act.
 price. X _____
 PAY THIS AMOUNT: TAX 1.97

- CASH
- CHECK
- CHARGE
- CREDIT CARD

Repair Order

TAXABLE MATERIALS USED				
QTY	PART NO.	MATL DESCRIPTION	PRICE	WARRANTY YEB NO
		Wash	1.00	
		4999		
TOTAL TAXABLE MATERIALS			1.99	
OUTSIDE LABOR (NON-TAXABLE)				
TOTAL NON-TAXABLE ITEMS				

NAME: John King DATE: 4-30-

ADDRESS: _____

MAKE: Ford TYPE OR MODEL: 4999 YEAR: 77 RECEIVED: AW

SERIAL NO.: _____ ENGINE NO.: 26 PROMISED: AW

ODOMETER: 16,400 LICENSE NO.: _____ TERMS: _____ PHONE WHEN HEADY: AW

ORDER WRITTEN BY: _____ PHONE NO.: _____

ALL CALL	DELEVERY	LABOR CHARGE
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

OPER NO. _____ INSTRUCTIONS: _____

1. I request an estimate in writing before you begin X

2. Please proceed with repairs, but call me before continuing if the price will exceed \$ _____

3. I do not want an estimate. X

I hereby authorize the above repair work to be done along with necessary material, and hereby grant you and/or employees permission to operate the car or truck herein described on streets, highways or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above car or truck to secure the amount of repairs thereto. Furthermore, I state that I have auto insurance on car or truck while for purpose of test driving, etc.

METHOD OF PAYMENT: _____

CASH CHECK # _____ CHARGE

LABOR: FLAT RATE HOURLY BOTH

Auth. # _____

TOTAL TAXABLE MATLS	11.99
TAX	1.00
TOTAL LABOR (NON-TAXABLE)	15.00
TOTAL AMOUNT DUE	

Repair Order

TAXABLE MATERIALS USED

QTY	PART NO.	MATL DESCRIPTION	PRICE	WARRANTY
1		2x11	12.19	
1		2x11	16.48	
1		2x11	13.10	
1		2x11/16x1	4.99	
4		2x11-011	7.00	
1		2x11x 1/2	7.00	
TOTAL TAXABLE MATERIALS			60.74	
OUTSIDE LABOR (NON-TAXABLE)				
TOTAL NON-TAXABLE ITEMS				

NAME: Josie Kape DATE: 5-29-02

ADDRESS: _____

MAKE: 1995 TYPE OR MODEL: 1995 YEAR: 95 RECEIVED: _____
A.M. P.M.

SERIAL NO.: _____ ENGINE NO.: _____ PROMISED: _____

ODOMETER: 163156 LICENSE NO.: _____ TERMS: _____ PHONE WHEN READY: YES NO
A.M. P.M.

ORDER WRITTEN BY: _____ PHONE NO.: _____

OPER NO. _____ INSTRUCTIONS _____

WILL CALL	DELIVERY	LABOR CHARGE
<input type="checkbox"/>	<input type="checkbox"/>	
		5.00
		20.00

1. I request an estimate in writing before you begin X _____

2. Please proceed with repairs, but call me before continuing if the price will exceed \$ _____

3. I do not want an estimate. X _____

I hereby authorize the above repair work to be done along with necessary material, and hereby grant you and/or employees permission to operate the car or truck herein described on streets, highways or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above car or truck to secure the amount of repairs thereto. Furthermore, I state that I have auto insurance on car or truck while for purpose of test driving, etc.

X _____

METHOD OF PAYMENT:

CASH

CHECK # _____

CHARGE

Auth. # _____

LABOR: FLAT RATE HOURLY BOTH

INSTRUCTIONS: Replace All Fan Belts

1995 Chevy

50.00

85.00

TOTAL TAXABLE MAT'L'S	TAX	TOTAL LABOR (NON-TAXABLE)	TOTAL AMOUNT DUE
60.74	5.04	50.00	115.78

REPAIR ORDER

MATERIAL USED

QTY	PART NO	DESCRIPTION	PRICE	WARRANTY
1		Bumper	23.98	
1		Edley Billey	28.52	
1		P.S. Fluid	2.60	
TOTAL PARTS			54.50	
BROUGHT FORWARD				
TOTAL ACCESSORIES				

Done for

NAME: Quality Bumpers
 ADDRESS: [Blank]
 DATE: 10-15-99

MAKE: Ford
 TYPE OR MODEL: 4x4
 YEAR: 1992

SERIAL NO: 900E17
 ENGINE NO: 266

ODOMETER: 111,248
 LICENSE NO: 266

TERMS: [Blank]
 ORDER WRITTEN BY: [Blank]

RECEIVED: [Blank] AM/PM
 PROMISED: [Blank] AM/PM
 PHONE WHEN READY: YES [] NO []
 PHONE: [Blank]

INSTRUCTIONS

1. Repair P.S. Edley Billey - 1 B.H.
 2. Lubricate & return P.S. Fluid.

You are entitled to a price estimate for the repairs you have authorized. The repair price may be less than the estimate, but will not exceed the estimate without your permission. Your signature will indicate your estimate selection.

Teardown estimate - I understand that my car will be reassembled within _____ days of the date shown if I choose not to authorize the services recommended.

1 I request an estimate in writing before you begin repairs _____

2 Please proceed with repairs, but call me before continuing if the price will exceed \$ _____

3 I do not want an estimate _____

I hereby authorize the above repair work to be done along with the necessary material and hereby grant you and / or your employees permission to operate the car or truck herein described on streets, highways or elsewhere for the purpose of testing and / or inspection. An express mechanic's lien is hereby acknowledged on above car or truck to secure the amount of repairs thereto.

NOT RESPONSIBLE FOR LOSS OR DAMAGE TO CARS OR ARTICLES LEFT IN CASE OF FIRE, THEFT OR ANY OTHER CAUSE BEYOND OUR CONTROL

GAS, OIL & GREASE	PRICE
GALS GAS	
QTS OIL	
LBS GREASE	
TOTAL, GAS, OIL & GREASE	

Method of Payment:

Cash
 Check
 Charge

Labor:

Flat rate
 Hourly
 Both

TOTAL LABOR	TOTAL PARTS	TOTAL ACCESSORIES	TOTAL TAX	TOTAL AMOUNT
50.00	54.50		4.22	108.72

REPAIR ORDER

MATERIAL USED

QTY	PART NO	DESCRIPTION	PRICE	WARRANTY YES/NO
2		Front Brake Pads	135.00	
1		Ret. Front Pads	76.45	
2		Hub seals	170.00	
1	Kit	Warn Hubs	190.00	
2		Spindle seals	19.00	
1		Kit RR Brake Hoes	62.18	
2		RR Brake cables	39.18	
		Assembly (cable)	cost	
2		AXE seals	paid	
1		Gear oil	10.00	
1		Sealer	3.97	
1		Cellion Coolant	7.00	
1		Caliper hose (cust rd)	400.00	
		OUTSIDE REPAIRS		
		BROUGHT FORWARD		
		TOTAL PARTS	549.78	
		ACCESSORIES		
		WARRANTY		
		PRICE		
		YES/NO		
		From shocks leveling		
		TOTAL ACCESSORIES		

NAME: Debbie Bumpus (D & R) DATE: 2-5-00
 ADDRESS: 405 E. Main Street Muskegon MI 49803
 MAKE: Ford TYPE OR MODEL: F350 4x4 YEAR: 92 RECEIVED: PROMISED:
 SERIAL NO.: _____ ENGINE NO.: _____
 ODOMETER: 781,948 LICENSE NO.: 4N10226 TERMS: _____
 ORDER WRITTEN BY: 716615610085 PHONE: 775-6235

OPER NO. _____

1. I request an estimate in writing before you begin repairs _____ days of the date shown if I choose not to authorize the services recommended

2. Please proceed with repairs, but call me before continuing if the price will exceed \$ _____

3. I do not want an estimate

I hereby authorize the above repair work to be done along with the necessary material, and hereby grant you and / or your employees permission to operate the car or truck herein described on streets, highways or elsewhere for the purpose of testing and / or inspection. An express mechanic's lien is hereby acknowledged on above car or truck to secure the amount of repairs hereon X

NOT RESPONSIBLE FOR LOSS OR DAMAGE TO CARS OR ARTICLES LEFT IN CARE OF FIRE, THEFT OR ANY OTHER CAUSE BEYOND OUR CONTROL.

GAS, OIL & GREASE	PRICE
GALS GAS @	
QTS OIL @	
LBS GREASE @	
TOTAL GAS, OIL & GREASE	

Method of Payment:
 Cash
 Check
 Charge

Labor:
 Flat rate
 Hourly
 Both

TOTAL LABOR	TOTAL PARTS	TOTAL AMOUNT
605.00	549.78	1154.78
TAX		41.23
TOTAL AMOUNT		1196.01

REPAIRS:
 1. Realign front wheel, adjust toe
 2. Replace front hubs, grease spindle bearings
 3. Repair rear brake shoes + both backing plates calipers, check loose nut adjust
 4. Replace oil cooler, coolant hose (RR oil cooler)
 5. Tighten front tie, tighten disc bolts for parking

ALL PARTS INSTALLED ARE NEW UNLESS SPECIFIED SECURE

*CODE N-NEW U-USED R-REBUILT

PART NO. OR DESCRIPTION

SALE AMOUNT

QTY.	15	SALE AMOUNT	26.25
	WASH OIL		12.99
	Filter		

NAME: Quality Bumper

DATE: 11/4/02

MAINTENANCE INSPECTION

LABOR CHARGE

ADDRESS

CITY

PHONE YES NO

LUBRICATION

CHANGE OIL

RES

YEAR: 99

MAKE: Ford

TYPE OR MODEL: F550

CHANGE OIL FILTER CART

TRANS

BUS

MILEAGE: 95725

LICENSE NO.

SETUP NO.

DIFF.

OPER. NO.

REPAIR ORDER DESCRIPTION OF WORK

Top of contact

NO

ORIGINAL ESTIMATE \$

DATE

TIME

BY

TOTAL LABOR

20.00

REVISED ESTIMATE \$

DATE

TIME

BY

TOTAL PARTS

39.24

REVISSED ESTIMATE \$

DATE

TIME

BY

GAS, OIL, GREASE

I acknowledge notice and oral approval of an increase in the original estimated price. X

YES NO

REPLACED PARTS REQUESTED BY CUSTOMER

HEREBY AUTHORIZE THE ABOVE REPAIR WORK TO BE DONE ALONG WITH NECESSARY MATERIALS. YOU AND YOUR EMPLOYEES MAY OPERATE ABOVE VEHICLE FOR PURPOSES OF TESTING, INSPECTION OR DELIVERY AT MY RISK. AN EXPRESS MECHANIC'S LIEN IS ACKNOWLEDGED ON ABOVE VEHICLE TO SECURE THE AMOUNT OF REPAIRS THEREON. YOU WILL NOT BE HELD RESPONSIBLE FOR LOSS OR DAMAGE TO VEHICLE OR ARTICLES LEFT IN VEHICLE IN CASE OF FIRE, THEFT, ACCIDENT OR ANY OTHER CAUSE BEYOND YOUR CONTROL. I HAVE READ AND UNDERSTAND THE ABOVE AND ACKNOWLEDGE RECEIPT OF AN ESTIMATE AND A COPY OF THE SONG-BEVERLY WARRANTY ACT.

PAY THRU AMOUNT

TAX

TOTAL PARTS

39.24

OUTSIDE/SUBLET REPAIRS

TOTAL SUBLET REPAIRS

FOLLOWING REPAIRS RECOMMENDED

PLEASE PRINT NAME HERE

CASH

CHECK

CHARGE

CREDIT CARD

Repair Order

TAXABLE MATERIALS USED				
QTY	PART NO.	MATL DESCRIPTION	PRICE	WARRANTY YES
		Oil	12.99	
		Filter	26.25	
TOTAL TAXABLE MATERIALS			39.24	
OUTSIDE LABOR (NON-TAXABLE)				
TOTAL NON-TAXABLE ITEMS				

NAME: William Simpson DATE: 7-27-06
 ADDRESS: _____
 MAKE: Ford TYPE OR MODEL: 2000 Focus YEAR: 2000 RECEIVED: _____ AM P.M.
 SERIAL NO.: _____ ENGINE NO.: 73 PROMISED: _____ AM P.M.
 ODOMETER: 93188 LICENSE NO.: _____ TERMS: As is PHONE WHEN READY: YES NO
 ORDER WRITTEN BY: CB PHONE NO.: _____

WORK CALL DELIVERY	LABOR CHARGE
<input type="checkbox"/> Lubrication <input type="checkbox"/> Change Oil <input type="checkbox"/> Change Oil Filter Cart <input type="checkbox"/> Change Trans. <input type="checkbox"/> Change DHT <input type="checkbox"/> Pack Front Wheel Bearings <input type="checkbox"/> Adjust Brakes <input type="checkbox"/> Rotate Tires <input type="checkbox"/> Alternator <input type="checkbox"/> State Inspection	

OPER NO. _____ INSTRUCTIONS _____
 1. I request an estimate in writing before you begin X _____
 2. Please proceed with repairs, but call me before continuing if the price will exceed \$ _____
 3. I do not want an estimate. X _____
 I hereby authorize the above repair work to be done along with necessary material, and hereby grant you and/or employees permission to operate the car or truck herein described on streets, highways or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above car or truck to secure the amount of repairs thereto. Furthermore, I state that I have auto insurance on car or truck while for purpose of test driving, etc.

METHOD OF PAYMENT: CASH
 CHECK # _____
 CHARGE Auth. # _____
 LABOR: FLAT RATE HOURLY BOTH

TOTAL TAXABLE MATLS	TAX	TOTAL LABOR (NON-TAXABLE)	TOTAL AMOUNT DUE
39.24	5.91	20.40	65.55

Repair Order

TAXABLE MATERIALS USED			
QTY	PART NO.	MATL DESCRIPTION	PRICE
1		Oil Filter	26.25
1		Oil Filter	12.99
1		Wash Filter	36.00
1		Trans Fluid	32.00
1		Trans Filter	29.90
1		Track Oil	4.00
1		Special Oil	32.00
1		Ignition Torque	16.88
1		Oil and Additive	10.34
3		Cobalt	21.00
1		Front Brake Pad	5.85
2		Brake Chaper	5.98
1		Idle Valve	4.99
TOTAL TAXABLE MATERIALS			341.24
OUTSIDE LABOR (NON-TAXABLE)			

NAME: Quality Bumpers DATE: 7-26-02

ADDRESS: _____

MAKE: Ford TYPE OR MODEL: Excursion YEAR: 99 RECEIVED: _____

SERIAL NO.: _____ ENGINE NO.: 7.3 1X2 PROMISED: _____

ODMETER: 87,500 LICENSE NO.: _____ TERMS: _____ PHONE WHEN READY: _____

ORDER WRITTEN BY: _____ PHONE NO.: _____

INSTRUCTIONS: Flush cooling system, replace coolant / Add Flt

Replace Fuel Filter

Service transfer case

Replace front brakes / disc caliper shoes

WILL CALL	DELIVERY	LABOR CHARGE
<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Lubrication	<input checked="" type="checkbox"/>	?
Change Oil	<input checked="" type="checkbox"/>	2.00
Change Oil Filter Cart.	<input checked="" type="checkbox"/>	?
Change Trans.	<input checked="" type="checkbox"/>	7.50
Change Diff.	<input checked="" type="checkbox"/>	5.50
Pack Front Wheel Bearings	<input type="checkbox"/>	
Adjust Brakes	<input type="checkbox"/>	
Rotate Tires	<input type="checkbox"/>	
Alternator	<input type="checkbox"/>	
Steer Inspection	<input type="checkbox"/>	

1. I request an estimate in writing before you begin X _____

2. Please proceed with repairs, but call me before continuing if the price will exceed \$ _____

3. I do not want an estimate. X _____

I hereby authorize the above repair work to be done along with necessary material, and hereby grant you and/or employees permission to operate the car or truck herein described on streets, highways or elsewhere for the purpose of testing and / or inspection. An express mechanic's lien is hereby acknowledged on above car or truck to secure the amount of repairs thereto. Furthermore, I state that I have auto insurance on car or truck while for purpose of test driving, etc.

METHOD OF PAYMENT: CASH CHECK # _____ CHARGE Auth. # _____

LABOR: FLAT RATE HOURLY BOTH

TOTAL TAXABLE MAT'L'S	341.24
TAX	23.22
TOTAL LABOR (NON-TAXABLE)	285.00
TOTAL AMOUNT DUE	654.46

Repair Order

QTY	PART NO.	MAT'L DESCRIPTION	PRICE	WARRANTY
		Wiper Oil	26.05	
		Wiper Oil	12.49	
TOTAL TAXABLE MATERIALS			39.24	
TOTAL NON-TAXABLE ITEMS				

NAME: Quality Bombero DATE: 5-1-02
 ADDRESS: _____
 MAKE: Ford TYPE OR MODEL: F350 YEAR: 94
 SERIAL NO.: _____ ENGINE NO.: 7.3 Diesel
 ODOMETER: 80,600 LICENSE NO.: _____ TERMS: _____
 ORDER WRITTEN BY: _____ PHONE WHEN READY: YES NO
 PHONE NO.: _____

OPER NO. _____

INSTRUCTIONS

	WILL CALL	DELINE-4V	LABOR CHARGE
Lubrication	<input type="checkbox"/>	<input type="checkbox"/>	
Change Oil	<input checked="" type="checkbox"/>	<input type="checkbox"/>	26.05
Change Oil Filter Cart	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Change Trans.	<input type="checkbox"/>	<input type="checkbox"/>	
Change Diff.	<input type="checkbox"/>	<input type="checkbox"/>	
Pack Front Wheel Bearings	<input type="checkbox"/>	<input type="checkbox"/>	
Adjust Brakes	<input type="checkbox"/>	<input type="checkbox"/>	
Rotate Tires	<input type="checkbox"/>	<input type="checkbox"/>	
Alternator	<input type="checkbox"/>	<input type="checkbox"/>	
State Inspection	<input type="checkbox"/>	<input type="checkbox"/>	

1. I request an estimate in writing before you begin X
 2. Please proceed with repairs, but call me before continuing if the price will exceed \$ _____
 3. I do not want an estimate. X

I hereby authorize the above repair work to be done along with necessary material, and hereby grant you and/or employees permission to operate the car or truck herein described on streets, highways or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above car or truck to secure the amount of repairs thereto. Furthermore, I state that I have auto insurance on car or truck while for purpose of test driving, etc.

X

METHOD OF PAYMENT: _____
 CASH
 CHECK # _____
 CHARGE Auth. # _____
 LABOR: FLAT RATE HOURLY BOTH

Check Drive seat - Disassemble Latch from seat to remove Remog jammed in - Reassemble Latch

45.00

65.00

TOTAL TAXABLE MAT'L'S	39.24
TAX	3.92
TOTAL NON-TAXABLE ITEMS	
TOTAL AMOUNT DUE	43.16

Repair Order

TAXABLE MATERIALS USED

QTY	PART NO.	MATL DESCRIPTION	PRICE	WARRANTY YES NO
15		Filter oil	26.25	
1			12.49	
TOTAL TAXABLE MATERIALS			39.44	

OUTSIDE LABOR (NON-TAXABLE)

QTY	PART NO.	MATL DESCRIPTION	PRICE	WARRANTY YES NO
TOTAL NON-TAXABLE ITEMS				

NAME Quilley Services **DATE** 5/1/02
ADDRESS _____
MAKE Ford **TYPE OR MODEL** Superduty **YEAR** 99 **RECEIVED** _____
SERIAL NO. _____ **ENGINE NO.** _____ **PROMISED** _____
ODOMETER 84336 **LICENSE NO.** _____ **TERMS** _____ **PHONE WHEN READY** _____
ORDER WRITTEN BY _____ **PHONE NO.** _____

OPER NO. _____

INSTRUCTIONS

WILL CALL <input type="checkbox"/>	DELIVERY <input type="checkbox"/>	LABOR CHARGE
<input type="checkbox"/>	<input type="checkbox"/>	Lubrication <input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Change Oil <input checked="" type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Change Oil Filter Cart. <input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	Change Trans. <input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	Change Diff. <input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	Pack Front Wheel Bearings <input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	Adjust Brakes <input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	Rotate Tires <input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	Alternator <input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	State Inspection <input type="checkbox"/>

1. I request an estimate in writing before you begin X _____

2. Please proceed with repairs, but call me before continuing if the price will exceed \$ _____

3. I do not want an estimate. X _____

I hereby authorize the above repair work to be done along with necessary material, and hereby grant you and/or employees permission to operate the car or truck herein described on streets, highways or elsewhere for the purpose of testing and / or inspection. An express mechanic's lien is hereby acknowledged on above car or truck to secure the amount of repairs thereto. Furthermore, I state that I have auto insurance on car or truck while for purpose of test driving, etc.

METHOD OF PAYMENT:

CASH
 CHECK # _____
 CHARGE Auth. # _____
 LABOR: FLAT RATE HOURLY BOTH

TOTAL TAXABLE MAT'L'S	39.44
TAX	3.26
TOTAL LABOR (NON-TAXABLE)	
TOTAL AMOUNT DUE	62.70

ALL PARTS INSTALLED ARE NEW UNLESS SPECIFIED SECURE

*CODE N-NEW U-USED R-REBUILT

REPAIR ORDER

QTY.	PART NO. OR DESCRIPTION	SALE AMOUNT
15		46.25
1	214110	12.99
TOTAL PARTS		39.24
OUTSIDE-SUBLET REPAIRS		
TOTAL SUBLET REPAIRS		
PLEASE INITIAL HERE _____		
FOLLOWING REPAIRS RECOMMENDED		

NAME <u>Quality Dumpers</u>		DATE <u>3-26-09</u>
ADDRESS _____		MAINTENANCE INSPECTION <input type="checkbox"/>
CITY _____		LUBRICATION <input checked="" type="checkbox"/>
PHONE YES <input type="checkbox"/> NO <input type="checkbox"/>	YEAR <u>99</u>	CHANGE OIL GRADE <input checked="" type="checkbox"/>
RES <input type="checkbox"/>	MAKE <u>Ford</u>	CHANGE OIL FILTER CART. <input checked="" type="checkbox"/>
BUS <input type="checkbox"/>	TYPE OR MODEL <u>Wendolis</u>	TRANS. <input type="checkbox"/>
MILEAGE <u>102,730</u>	LICENSE NO. _____	DIFF. <input type="checkbox"/>
OPER. NO. _____	SERIAL NO. _____	
	MOTOR NO. _____	
REPAIR ORDER DESCRIPTION OF WORK		
ORIGINAL ESTIMATE \$ _____	DATE _____	BY _____
REVISED ESTIMATE \$ _____	DATE _____	BY _____
REVISED ESTIMATE \$ _____	DATE _____	BY _____
I acknowledge notice and oral approval of an increase in the original estimated price. X		
Replaced parts requested by customer YES <input type="checkbox"/> NO <input type="checkbox"/>		
I hereby authorize the above repair work to be done along with necessary materials. You and your employees may operate above vehicle for purposes of testing, inspection or delivery at my risk. An express mechanic's lien is acknowledged on above vehicle to secure the amount of repairs thereon. You will not be held responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft, accident or any other cause beyond your control. I have read and understand the above and acknowledge receipt of an estimate and a copy of the Song-Beverly Warranty Act.		
TOTAL LABOR		2000
TOTAL PARTS		39.24
GAS, OIL, GREASE		
SUBLET REPAIRS		
PAY THIS AMOUNT		538
TAX		

- CASH
- CHECK
- CHARGE
- CREDIT CARD

ALL PARTS INSTALLED ARE NEW UNLESS SPECIFIED SECURE

*CODE N-NEW U-USED R-REBUILT

PART NO. OR DESCRIPTION

SALE AMOUNT

QTY.		
15	475 ood	3000
1	oil filter	12.99
1	fuel filter	36.00
1	vacuum switch	299

TOTAL PARTS

81.99

OUTSIDE/SUBLET REPAIRS

TOTAL SUBLET REPAIRS

FOLLOWING REPAIRS RECOMMENDED

Trans. Oil

Oil filter

- CASH
- CHECK
- CHARGE
- CREDIT CARD

REPAIR ORDER

LABOR CHARGE

NAME: *Quality Bumpers* DATE: *1/5/03*

ADDRESS: _____

CITY: _____

PHONE: YES NO YEAR: *99* MAKE: *Ford* TYPE OR MODEL: *Superduty F-350 4x4*

RES. D: _____

BUS. D: _____

MILEAGE: *118,197* LICENSE NO.: _____

OPER. NO.: _____

REPAIR ORDER DESCRIPTION OF WORK: _____

MAINTENANCE INSPECTION:

LUBRICATION:

CHANGE OIL GRADE:

CHANGE OIL FILTER CART:

TRANS:

DIFF:

Replace fuel filter, check top off

2500

Hood bolts

Block

ORIGINAL ESTIMATE \$	DATE	TIME	BY	TOTAL LABOR
REVISED ESTIMATE \$	DATE	TIME	BY	TOTAL PARTS
REVISED ESTIMATE \$	DATE	TIME	BY	GAS, OIL, GREASE
				SUBLET REPAIRS
				TAX
				PAY THIS AMOUNT

4500

81.99

700

Replaced parts requested by customer I hereby authorize the above repair work to be done along with necessary materials. You and your employees may operate above vehicle for purposes of testing, inspection or delivery at my risk. An express mechanic's lien is acknowledged on above vehicle to secure the amount of repairs thereto. You will not be held responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft, accident or any other cause beyond your control. I have read and understand the above and acknowledge receipt of an estimate and a copy of the Song Beverly Warranty Act.

YES NO

X

REPAIR ORDER

QTY.	PART NO.	DESCRIPTION	PRICE	WARRANTY YES
		MATERIAL USED		
		BROUGHT FORWARD		
		TOTAL PARTS	95.85	
		ACCESSORIES		
		PRICE		
		WARRANTY		
		TOTAL ACCESSORIES		

NAME: Quality Hardware DATE: 6-17-00
 ADDRESS: _____
 MAKE: _____ TYPE OR MODEL: _____ YEAR: _____ RECEIVED: _____
 SERIAL NO.: _____ ENGINE NO.: _____ PHOTOS: YES NO
 ODOMETER: 60,875 LICENSE NO.: 5K12 3971 TERMS: _____ PHONE WHEN READY: _____
 ORDER WRITTEN BY: _____ PHONE: _____

INSTRUCTIONS

DSS	ISU	LABOR CHARGE
<input type="checkbox"/>	<input type="checkbox"/>	

1. I request an estimate or writing before your beginning repair.

2. Please proceed with repairs, but call me before continuing if the price will exceed \$ _____.

3. I do not want an estimate.

I hereby authorize the above repair work to be done along with the necessary material, and hereby grant you and/or your employees permission to operate the car or truck herein described on streets, highways or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above car or truck to secure the amount of repairs thereto.

NOT RESPONSIBLE FOR LOSS OR DAMAGE TO CARS OR ARTICLES LEFT IN CARS IN CASE OF FIRE, THEFT OR ANY OTHER CAUSE BEYOND OUR CONTROL.

TOTAL GAS, OIL & GREASE: _____ PRICE: _____

TOTAL GAS, OIL & GREASE: _____

TOTAL GAS, OIL & GREASE: _____

METHOD OF PAYMENT: CASH CHECK CHANGE

LABOR: FLAT RATE HOURLY BOTH

TOTAL LABOR: _____

TOTAL PARTS: _____

ACCESSORIES: _____

GAS, OIL & GREASE: _____

OUTSIDE REPAIRS: _____

TAX: _____

TOTAL AMOUNT: _____

REPAIR ORDER

ALL PARTS INSTALLED ARE NEW UNLESS SPECIFIED SECURE
 *CODE N-NEW U-USED R-REBUILT

QTY.	PART NO. OR DESCRIPTION	SALE AMOUNT
11	bul	22.00
1	oil filter	5.99
2	Interstate Batteries @ 89.95	179.90
NAME: Quality Bumper ADDRESS: CITY: PHONE: YES <input type="checkbox"/> NO <input type="checkbox"/> YEAR: 00 MAKE: Dodge TYPE OR MODEL: 25004X4 LICENSE NO.: 1071200 SERIAL NO.: 611175551 MOTOR NO.: 59 MAINTENANCE INSPECTION <input type="checkbox"/> LUBRICATION <input checked="" type="checkbox"/> CHANGE OIL GRADE: 2000 CHANGE OIL FILTER CART. <input checked="" type="checkbox"/> TRANS. <input type="checkbox"/> DIFF. <input type="checkbox"/>		

OPER. NO.	REPAIR ORDER	DESCRIPTION OF WORK
		Rattle noise? Tightened all rear beam mounting 25.00
		Bolts, front bumper bolts, checked exhaust + front end
		Replac Both Batteries, clean terminals + add Protector 30.00
TOTAL PARTS: 207.89		

ORIGINAL ESTIMATE \$	DATE	TIME	BY	TOTAL LABOR
REVISED ESTIMATE \$	DATE	TIME	BY	TOTAL PARTS
REvised ESTIMATE \$	DATE	TIME	BY	GAS, OIL, GREASE
I acknowledge notice and oral approval of an increase in the original estimated price. X				
Replaced parts requested by customer YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> I hereby authorize the above repair work to be done along with necessary materials. You and your employees may operate above vehicle for purposes of testing, inspection or delivery at my risk. An express mechanic's lien is acknowledged on above vehicle to secure the amount of repairs thereto. You will not be held responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft, accident or any other cause beyond your control. I have read and understand the above and acknowledge receipt of an estimate and a copy of the Song-Beverly Warranty Act.				
SUBLET REPAIRS				TAX
PAY THIS AMOUNT				300.83

CASH
 CHECK
 CHARGE
 CREDIT CARD



1 2 3 4 5

jisland@mindspring.com

From: <MargueriteKirk@cableone.net>
To: <ssargent-flack@cableone.net>
Sent: Wednesday, July 20, 2005 4:25 PM
Attach: ATT00016.htm; JointPretrialStmt.wpd
Subject: Cundiff v. Cox Joint Pretrial Statement

Attached please find our portion of the joint pre-trial statement. If a fact listed under "uncontested" is contested by you, please move that fact to the contested section. Please do not delete or red-line any portion of our joint pre-trial.

MARGUERITE KIRK
For the Firm
FAVOUR MOORE & WILHELMSEN, P.A.
MargueriteKirk@cableone.net
(928) 445-2444
(928) 771-0450 FAX

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1 Z:\Adams, J\Active Clients\Cox\TrialPleadings\Unedited Proposed Joint Pretrial Statement from
Plaintiffs
2 FAVOUR MOORE & WILHELMSSEN, P.A.
Post Office Box 1391
3 Prescott, AZ 86302-1391
Ph: (928)445-2444
4 Fax: (928) 771-0450
David K. Wilhelmsen, #007112
5 Marguerite Kirk, #018054

6 Attorneys for Plaintiffs

7 **IN THE SUPERIOR COURT OF ARIZONA**
8 **COUNTY OF YAVAPAI**

10 **JOHN B. CUNDIFF and BARBARA C.)**
CUNDIFF, husband and wife; BECKY NASH,)
11 **a married woman dealing with her separate)**
property; KENNETH PAGE and KATHRYN)
12 **PAGE, as Trustee of the Kenneth Page and)**
Kathryn Page Trust,)
13 **)**
14 **Plaintiffs,)**
vs.)
15 **DONALD COX and CATHERINE COX,)**
husband and wife,)
16 **)**
17 **Defendants.)**

Case No. CV 2003-0399
Division 1

JOINT PRETRIAL STATEMENT

18 Pursuant to 16(d), Arizona Rules of Civil Procedure, the parties offer the following Joint
19 Pretrial Statement.

20 **I. UNCONTESTED FACTS DEEMED MATERIAL**

21 A. Plaintiffs and Defendants are all owners of real property located in that portion of Coyote
22 Springs Ranch, Yavapai County, Arizona that is governed by a recorded Declaration of Restrictions
23 dated June 13, 1974 (the "Declaration"). The Declaration provides, *inter alia*, that any property owner
24 may bring suit to enforce the restrictive covenants against any other property owner who is, or is
25 threatening, to violate any provision of the Declaration.

26 B. Defendants Cox have admitted that one of the criteria in their decision to purchase the

1 Coyote Springs Ranch property was their need for more property for Prescott Valley Growers.

2 C. At the time of their purchase of the Coyote Springs Ranch property, Defendants Cox had
3 both actual and constructive notice of the recorded Declaration of Restrictions dated June 13, 1974.

4 D. Since approximately 2000, Defendants Cox began to develop and utilize their Coyote
5 Springs Ranch real property for the production of trees, shrubs, and the like for their nursery business.
6 Defendants Cox have admitted that they, together with their two sons (Alan and James) are in
7 partnership conducting a nursery business known as "Prescott Valley Growers," that includes both a
8 retail and wholesale location. Defendants Cox have admitted that, at a minimum, the activities
9 conducted on the Coyote Springs Ranch location is a partnership asset.

10 E. Defendants Cox's development of the subject land included, *inter alia*, the drilling of a well
11 to provide irrigation for the trees; the installation of underground irrigation lines with "spaghetti" lines
12 that cover approximately 9 acres of the 10 acre subject property; the placement of equipment on the
13 subject property used for maintenance of the inventory trees; the placement of an outdoor portable
14 toilet facility (referred to as a "j-john") for employee use; and, construction of a perimeter fence.

15 F. Defendants Cox also applied for and obtained an agricultural use exemption from Yavapai
16 County pertaining to their use of the subject land.

17 G. Defendants Cox have had one full-time employee, who has been and continues to be
18 assisted by additional employees, that work exclusively at their Coyote Springs Ranch property since
19 approximately 2000. These employees are charged with maintaining all trees grown on the property
20 that are later transported to Defendants Cox's retail or wholesale nursery locations.

21 H. Defendants Cox have admitted that the trees located on the subject property are inventory
22 for their nursery business. Defendants Cox have further admitted that the purpose of growing the
23 inventory on the Coyote Springs Ranch property is for profit.

24 I. Defendants Cox's conduct on the property has continued unabated since approximately
25 2000, and Defendants Cox have increased the number of inventory currently on the property since that
26 time. Further, Defendants Cox have evidenced an intent to develop another approximate 10-acre

1 parcel of land they own in Coyote Springs Ranch for the same use and purpose.

2 **II. CONTESTED ISSUES OF FACT AND LAW COUNSEL AGREE**
3 **ARE MATERIAL.**

- 4 A. Whether Defendants' use of their property for the production of trees, shrubs, and the
5 like for their nursery business is in violation of paragraph 2 of the Declaration.
- 6 B. Whether Defendants conduct on the subject property in maintaining an outdoor toilet
7 facility for employees, and/or maintaining additional structures on the property,
8 constitute violations of paragraphs 7(e) and 15 of the Declaration.
- 9 C. Whether Defendants' conduct on, and use of, their property in Coyote Springs Ranch
10 constitute one or more breaches of the Declaration.
- 11 D. Whether the Declaration has been abandoned.

12 Plaintiffs affirmatively state that the statement of uncontested and contested issues of fact and
13 law is not intended to be an exhaustive list of every fact, or inference drawn therefrom, or legal issue
14 that may be presented or argued at time of trial in this matter.

15 **III. OTHER ISSUES OF FACT AND LAW DEEMED MATERIAL BY PLAINTIFF**

- 16 A. Whether the non-waiver provision in the Declaration is enforceable.
- 17
18

19 **IV. OTHER ISSUES OF FACT AND LAW DEEMED MATERIAL BY DEFENDANT.**

20
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22 **VI. PLAINTIFF'S WITNESSES.**

- 23 1. Plaintiffs, John and Barbara Cundiff; Becky Nash; and, Kenneth and Kathryn Page.
- 24 2. Defendants, Donald and Catherine Cox.
- 25 3. Waneta Offerman.
- 26 4. Robert Launder, Esq.

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- 5. Doug Reynolds.
- 6. Donald James.
- 7. Robert D. Conlin.
- 8. Representative of Yavapai County Planning & Zoning.
- 9. Steven Stein, CPA.
- 10. Dan Sanders.
- 11. Alan Cox.
- 12. David ("Dusty") Eiker.
- 13. James Cox.
- 14. All witnesses necessary to establish foundation for any exhibit introduced at time of trial, if necessary, including but not limited to, any agent or custodian of records for Realex Management, LLC, Capital Title Agency, Realty Executives, Yavapai County.

Plaintiffs reserve the right to call any witness listed by Defendants, without waiving any objection Defendants may make to the introduction by Defendants of that or any other witness Defendants may call at time of trial.

Plaintiffs further reserve the right to call any witness necessary for rebuttal or impeachment purposes as trial progresses.

VII. DEFENDANT'S WITNESSES.

VIII. PLAINTIFF'S TRIAL EXHIBITS {or EXHIBITS STIPULATED INTO EVIDENCE}

- 1. Certified copy of Cundiff Joint Tenancy Deed, dated April 2, 1992, recorded in book 2475, page 174.
- 2. Certified copy of Nash Warranty Deed dated August 21, 2000, recorded in book 3778, pages 627-629.
- 3. Certified copy of Nash Warranty Deed dated October 29, 2001, recorded in book 3875, pages 538-539.

- 1 4. Certified copy of Page Warranty Deed dated March 14, 2001, recorded in book 3820,
2 pages 227-330.
- 3 5. Certified copy of Cox Warranty Deed dated April 21, 1998, recorded in book 3568,
4 pages 863-865.
- 5 6. Certified copy of Declaration of Restrictions, dated June 13, 1974, recorded in book
6 910, pages 680-682.
- 7 7. Documents received from custodian of records, Capital Title Agency in response to
8 subpoena *duces tecum* regarding Cox's purchase of the subject real property located
9 in Coyote Springs Ranch.
- 10 8. Documents received from custodian of records, Realex Management, LLC dba Realty
11 Executives of Prescott Area in response to subpoena *duces tecum* regarding Cox's
12 purchase of the subject real property located in Coyote Springs Ranch.
- 13 9. Documents provided in response to Defendants' request for production of documents.
- 14 10. Defendants' deposition transcripts.
- 15 11. Plaintiffs' deposition transcripts.
- 16 12. Map of the subject area (attached to Plaintiffs' Request for Court's On-Site Inspection,
17 previously provided).
- 18 13. Copy of file maintained by Yavapai County Land Use Development Services regarding
19 Defendants' application for an agricultural-use tax exemption on the subject property.
- 20 14. Affidavit of Robert D. Conlin, dated November 4, 2004.
- 21 15. Aerial photographs of the Coyote Springs Ranch subdivision and Defendants' property
22 located in Coyote Springs Ranch for years 2000 and 2004.
- 23 16. Documentation compiled by Plaintiffs regarding property owners Defendants have
24 alleged are operating business in Coyote Springs Ranch.
- 25 17. Prescott Valley Growers Partnership federal and state tax returns for 2000, 2001, 2002,
26 2003 and 2004.

- 1 18. Individual federal and state income tax returns for Defendants Cox for 1998 through
2 2003.
- 3 19. Underlying documentation and financial records for partnership tax returns if ordered
4 produced by the Court.
- 5 20. Inventory records maintained by Defendants for inventory (trees, shrubs, etc.) located
6 on the subject property for all years that Defendants have maintained inventory on the
7 subject property.
- 8 21. Documents pertaining to any and all improvements, structures, or developments made
9 on the subject property from 1998 to present.
- 10 22. Copy of Defendants Cox application for well drilling filed with the Arizona
11 Department of Water Resources, June 13, 2000.
- 12 23. Documents pertaining to all machinery, equipment, fixtures, supplies, tools and the
13 like maintained or used in any fashion on the subject property from 2000 to present.
- 14 24. Employee records for Prescott Valley Growers pertaining to Defendants wholesale,
15 retail and Coyote Springs Ranch property for 2000 through 2004.
- 16 25. Copy of Robert Launders' deposition transcript, *Smith v. McRoberts, et al.*, Yavapai
17 County Superior Court Case No. CV 2000-0472.
- 18 26. Any pleading, motion, judgment filed in *Smith v. McRoberts, et al.*, Yavapai County
19 Superior Court Case No. CV 2000-0472 which this Court may take judicial notice of.
- 20 27. Sheila Cahill affidavit, CV 2003-0399, September 29, 2004.

21 Plaintiffs reserve the right to introduce any pleading, motion, exhibit attached to any pleading
22 or motion, and any response to discovery filed or disclosed by Defendants.

23 Plaintiffs further reserve the right to introduce any exhibit listed by Defendants in this joint
24 pre-trial statement, notwithstanding any objection Plaintiffs may raise against the introduction of the
25 exhibit. Furthermore, Plaintiffs' use of any exhibit listed by Defendants herein shall not be deemed
26 a waiver of any objection by Plaintiffs to any other exhibit listed or introduced at time of trial by

1 Defendants.

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5 **IX. DEFENDANT'S OBJECTIONS TO PLAINTIFF'S EXHIBITS.**

6

7 **X. DEFENDANT'S TRIAL EXHIBITS**

8

9 **XI. PLAINTIFF'S OBJECTIONS TO DEFENDANT'S EXHIBITS.**

10

11 **XII. DEPOSITION TESTIMONY TO BE OFFERED BY PLAINTIFFS.**

12 Plaintiffs reserve the right to utilize any parties' deposition transcript, including exhibits
13 attached to any deposition transcript, in this proceeding as may be necessary during the course of trial.
14 Plaintiffs' reservation of this right does not operate as a waiver of any objection Plaintiffs may have
15 against Defendants' use of any deposition transcript, including any exhibit attached thereto, of any
16 party or witness during trial in this case.

17

18 **XIII. DEPOSITION TESTIMONY TO BE OFFERED BY DEFENDANTS.**

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21 **CERTIFICATION PURSUANT TO RULE 16(d), ARIZ.R.CIV.PROC.**

22 The parties hereby certify that all exhibits listed have been exchanged or made available to all
23 other parties for inspection and copying.

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RESPECTFULLY SUBMITTED this ____ day of July, 2005.

FAVOUR MOORE & WILHELMSSEN, P.A.

By: _____
David K. Wilhelmsen
Marguerite Kirk

MUSGROVE, DRUTZ & KACK, P.C.

By _____
Mark W. Drutz
Jeffrey R. Adams

Original of the foregoing
filed this ____ day of July,
2005, with:

Clerk, Superior Court of Arizona
Yavapai County
Prescott, Arizona
86302

A copy hand-delivered this ____ day
of July, 2005 to:

Honorable David L. Mackey
Division One
Superior Court of Arizona
Yavapai County
Prescott, Arizona
86302

and, a copy hand-delivered this
____ day of July, 2005 to:

Mark Drutz
Jeffrey Adams
MUSGROVE, DRUTZ & KACK, P.C.
1135 Iron Springs Road
Prescott, Arizona 86302
Attorneys for Defendants Cox

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By: _____
David K. Wilhelmsen
Marguerite Kirk