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From: **Donna Smith** Donna.Smith@fib.com  
Subject: INSURANCE CLAIM  
Date: August 29, 2014 at 3:29 PM  
To: Rana.1978@hotmail.co.uk

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Rana,

This email is to let you know that per you instructions we have paid out to Bolt Construction in the amount of \$9,786.91. Although we have paid Bolt Construction for you the roof will still need to be repaired. Please keep me updated on the work as it is completed.

Thank you,  
Donna



**Donna E. Smith**  
*BR/IT OPS MGR III*  
**SERVICING-Home Loans**

**FIB**  
P: (866) 295-1339 Ext 318  
F: (307) 235-4213  
E: Donna.Smith@fib.com

[www.firstinterstatebank.com](http://www.firstinterstatebank.com)

Donna E. Smith.vcf



First Interstate Bank  
104 South Wolcott  
P.O. Box 40  
Casper, WY 82602-0040  
307-235-4201  
www.firstinterstatebank.com

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February 13, 2014

Kathleen Dugan  
Lawrence C. Graham  
4745 Mandalay Lane  
Rapid City, SD 57701

Dear Ms. Dugan & Mr. Graham:

Re: ~~Real Estate Loan #7118849~~  
4745 Mandalay Lane, Rapid City, SD 57701

I have been speaking with Rana Graham with regard to the insurance claim that was filed on the above real estate loan. We have a written authorization endorsed by you to speak to Rana.

I am writing this letter to confirm that First Interstate Bank is aware that a Mechanic's and Materialman's Lien has been placed on the property at 4745 Mandalay Lane, Rapid City, SD by Bolt Construction. Per Rana the work that was completed by Bolt Construction was for the repair of the roof. The installation of the shingles was not done to your satisfaction. You have statements from Black Hills Exteriors and Pro-Exteriors that indicate the roof was installed but there are several issues found in their inspections with the installation of the roof.

First Interstate Bank will not release funds for the repairs unless we have written instructions from you to do so. In addition we will need a Lien Release that has been recorded as proof that the Mechanic's and Materialman's Lien has been removed and the property is no longer encumbered by Bolt Construction before any payment is made. Again we will only disburse funds according to your instructions and with proof that the repairs are done in a good and workman like manner.

We strongly urge you to seek legal advice and handle this matter promptly to avoid any future costs and to see that the lien is removed.

Please feel free to contact me with any questions you may have at (307)235-4318. You may also contact Christina Bolger at (307)235-4257.

Sincerely,

*Donna E. Smith*

Donna E. Smith  
Asst. Vice President  
& Mtg. Serv. Operations Manager  
1(866)295-1339 Ext 7318  
1(307)235-4318

*Donna.Smith@fib.com*

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# Seventh Judicial Circuit Court

PO Box 230  
Rapid City SD 57709-0230  
(605) 394-2571

## CIRCUIT JUDGES

Jeff W. Davis, Presiding Judge  
Wally Eklund  
Robert Gusinsky  
Janine M. Kern  
Robert Mandel  
Craig Pfeifle  
Thomas L. Trimble

## MAGISTRATE JUDGES

Scott M. Bogue  
Heidi Linngren  
Shawn J. Pahlke

## COURT ADMINISTRATOR

Kristi K. Erdman

## CLERK OF COURTS

Ranae Truman

March 27, 2014

Ms. Rana Graham  
4745 Mandalay Ln.  
Rapid City, SD 57701

Mr. Lyndon Bolt  
Bolt Construction  
2317 Creek Drive  
Rapid City, SD 57703

Re: Rana Graham v. Lyndon Bolt, Bolt Construction, SMC 14-544; Dismissal without prejudice to re-file under limited circumstances

Greetings:

On reviewing this file before holding a hearing, the Court became aware of circumstances that mandate dismissal of the complaint at this time, without necessarily closing the door on re-filing, depending on future events. This was prompted by the fact that several days prior to the filing of this complaint, the defendant filed with the Register of Deeds a mechanic's lien addressing the same dispute.

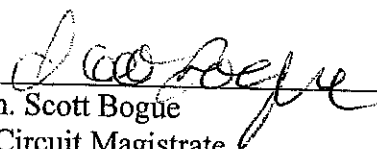
Small Claims Court has no jurisdiction to rule on the validity of a mechanic's lien; only the Circuit Court may do so. Consequently, were this Court to entertain the plaintiff's claim against Bolt Construction, a legal and procedural mess could result, in which small claims and the Circuit Court could be asked to rule in separate proceedings on the same set of facts, with potentially different results. The South Dakota Legislature could not have intended such a potentially confusing result. In fact, by statute, small claims judgments may not be appealed; allowing parallel proceedings in small claims court and circuit court could effectively subvert that statutory prohibition.

To avoid such confusion, the Court will dismiss the plaintiff's complaint without prejudice to refile if Bolt Construction forfeits or dismisses its mechanic's lien. SDCL 44-

9-26, for example, requires a contractor to commence proceedings to enforce a lien within 30 days of a demand by a homeowner, or risk forfeiting the lien if it such proceedings are not timely commenced. Other statutes in ch. 44-9 require the contractor to take certain procedural steps within certain time periods to preserve the lien. If Bolt Construction forfeits or loses the mechanic's lien for any such reasons, Ms. Graham would be free to refile a claim in small claims court, if she would wish to do so.

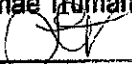
If Bolt Construction pursues enforcement of the mechanic's lien in circuit court, and that court rules on the merits of contractual claims between the parties, that decision will be binding, and the parties would not be able to re-litigate the issue in small claims court. (This Court notes that keeping the action in circuit court would provide the parties with the advantage of being able to appeal an unfavorable result, by contrast to proceedings in small claims court.)

For these reasons, the Court dismisses this small claims action without prejudice to refile under the limited circumstances previously discussed.

  
\_\_\_\_\_  
Hon. Scott Bogue  
7<sup>th</sup> Circuit Magistrate

Pennington County, SD  
FILED  
IN CIRCUIT COURT

MAR 27 2014

Ranae Truman, Clerk of Courts  
By  Deputy

# Proposal

PROPOSAL SUBMITTED TO:	Rana Graham
STREET:	4745 mandalay ln.
CITY, STATE AND ZIP CODE:	rapid city, sd
PHONE:	858-9805
JOB NAME:	house roof replacement
DATE:	1/27/2014



We hereby submit specifications and estimates for:

- Any necessary permits will be obtained before the start of any work.
  - Existing shingles will be removed and properly disposed of.
  - All roofing nails will be pulled from roof sheathing to ensure proper nailing of new shingles.
  - Existing roofing felt will be removed from gutter edges of roof.
  - Self adhesive ice & water shield will be installed along gutter edges in accordance with local building codes.
  - New roofing felt will be applied to entire roof.
  - New 30 yr. architectural shingles (customer color choice) will be installed according to manufacturer specifications.
  - New roof vents and pipe boots will be installed and sealed where appropriate as roof is shingled.
  - Hip and ridge shingles will be installed.
  - Entire job site will be thoroughly cleaned and checked for stray nails with a magnet.
  - Completed work will receive a 3 yr. workmanship warranty.
- Projected start date: September 15, 2014

### We Propose

to hereby furnish all materials and labor complete in accordance with the above specifications for the sum of **five thousand, four hundred dollars** (\$5,400.00 )

Payment to be made as follows: **50% of total amount to be paid upon signing of proposal, remaining 50% to be paid upon completion of work.**

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alterations or deviation from the above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon weather, accidents or delays beyond our control. Owners to carry necessary insurance.

Authorized Signature Natto

Note: This Proposal may be withdrawn by us if not accepted within \_\_\_\_\_ days.

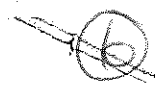
### Acceptance of Proposal:

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work specified. Payment will be made as outlined above.

Date of Acceptance \_\_\_\_\_

Signature \_\_\_\_\_

Signature \_\_\_\_\_



# Proposal

PROPOSAL SUBMITTED TO:	Rana Graham
STREET	4745 mandalay ln.
CITY, STATE AND ZIP CODE	rapid city, sd
PHONE	858-9805
JOB NAME	Gutter replacement
DATE	4/6/2014



We hereby submit specifications and estimates for:

- Any necessary permits will be obtained before the start of any work.
- Existing gutters and downspouts will be removed and disposed of.
- Seamless gutters will be installed app. 109'
- Downspouts will be installed app. 73'
- Entire job site will be thoroughly cleaned.

**We Propose** hereby to furnish materials and labor - complete in accordance with the above specifications, for the sum of:  
**eight hundred, seventeen dollars and twenty five cents (\$817.25).**

Payment to be made as follows: **50% of total amount to be paid upon signing of proposal, remaining 50% to be paid upon completion of work.**

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alterations or deviation from the above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon weather, accidents or delays beyond our control. Owners to carry necessary insurance.

Authorized  
Signature \_\_\_\_\_

Note: This Proposal may be  
withdrawn by us if not accepted within \_\_\_\_\_ days.

## Acceptance of Proposal:

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work specified. Payment will be made as outlined above.

Signature \_\_\_\_\_

Date of Acceptance \_\_\_\_\_

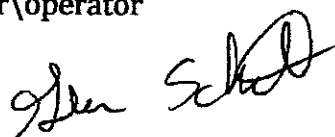
Signature \_\_\_\_\_

August 28, 2014

To Whom it may concern.

Glen Schild Construction did an extensive amount of hail damage repair on the home of Mrs Rana Graham in the spring of 2014. We were always paid in a prompt and timely manner when the work was completed.

Glen Schild- owner\operator

A handwritten signature in cursive script that reads "Glen Schild". The signature is written in black ink and is positioned below the typed name.



To whom it may concern,

I have personally performed work for Rana Graham, and the whole process from bidding the job to deciding on materials/ colors etc. was smooth and efficient. When the work was completed she paid the agreed upon amount immediately and without any issue whatsoever.

Thank you, Nate Schweppe (owner, pro exteriors)

A handwritten signature in black ink that reads "Nate Schweppe". The signature is written in a cursive style with a long, sweeping underline that extends to the right.



# Black Hills Exteriors

429 Kansas City St Suite 8A  
Rapid City, SD 57701

⑨  
**Invoice**

Date	Invoice #
4/1/2014	1025

<b>Bill To</b>
Rana Graham 4745 Mandalay Ln Rapid City, SD 57701



P.O. No.	Terms	Project
2005		

Quantity	Description	Rate	Amount
1	Labor for Hot Tub Gazebo	675.00	675.00
1	Materials for Hot Tub Gazebo (Treated)	457.30	457.30
1	Additional Materials for Gazebo to make stronger and extra lattice	193.10	193.10
	Subtotal		1,325.40
1	Materials Sales Tax 6.000%	39.04	39.04
1	Contractors Excise Tax 2.041%	27.84	27.84
	Paid in Full	-1,392.28	-1,392.28

Thank you for your business.

Phone #
605-593-3358

**Total** \$0.00

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# Frontier Stone Company

PO Box 463 • Black Hawk, SD 57718 • 605-787-9278

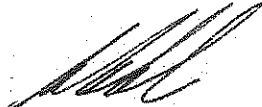
Date: 8-30

Customer: Lawrence Graham

Address: 4745 Mandelway Lane

RC

Phone: 341-7272

Description	Rate	Charges
3 yards 1" clean  Delivery PAID 1364  	25     6%	75  <u>85</u> 160 <u>9.60</u> \$169.60

All accounts over 30 days will have a service charge added on the unpaid balance at the rate of 1.5% per month.

Please pay from invoice as no statement will be sent. Frontier Stone Co. is not responsible for any damage beyond curb line.



INVOICE # 7387

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# Fresh Start Cleaning & Restoration

P.O. Box 134 • Rapid City, SD 57709

24/7 Emergency Service • 605-721-4116

Name Rena Graham Date 5-14-14

Address 4745 Mandy Ln Phone: 858 9805

City RC State SD Zip 01

Work Order By \_\_\_\_\_

Description	Price
-------------	-------

<u>Banded Insect</u>	<u>85<sup>00</sup></u>
----------------------	------------------------

<u>PO 1029</u>	
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<u>Thank You!</u>	
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Sub total	<u>8500</u>
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Tax	<u>510</u>
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Total	<u>9010</u>
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Payment due at time of service.

Signature \_\_\_\_\_



INVOICE #: 004481

DATE: 04/15/14 DS #: 43262

1304 Oregon Street  
Rapid City, SD 57701

605-348-2335

www.MicksElectric.com

CUSTOMER NAME (Financially Responsible Party) <i>Kara Graham</i>		CALLER NAME		JOB CONTACT NAME	
JOB ADDRESS <i>4745 Mandakay LN</i>		CITY <i>RC</i>	STATE <i>SD</i>	ZIP <i>01</i>	
BILLING ADDRESS (if Different)		PH1	PH2		
E-MAIL ADDRESS		<i>8589805</i>			
				SERVICE PARTNER MEMBER? <input type="checkbox"/> Yes <input type="checkbox"/> No	

ORIGINAL REASON FOR THE CALL:

SUMMARY:

*R/R GFCI & found loose connection*

See Summary of Findings sheet for additional information

**WORK AUTHORIZATION:** I, the undersigned, am owner/authorized representative/tenant of the premises at which the work above is being done. I hereby authorize you to perform the above recommendation, and to use such labor and materials as you deem advisable. Unless prior-authorization for billing, payment for all work done is due upon completion (C.O.D.). A \$10.00 BILLING CHARGE is due thereafter. An office billing charge and/or finance charge of 1.75% per month (21% per annum) will be added after 10 days past due. I agree to pay reasonable attorney's fees, court costs and collection fees in the event of legal action. I have read this contract, including the terms and conditions on the reverse side hereof and agree to be bound by all the terms contained herein. All old parts will be removed from premises and discarded, unless otherwise specified herein.

I HEREBY AUTHORIZE YOU TO PROCEED WITH THE ABOVE WORK AT THE UPFRONT FEE OF \$ *158.63*

Signature: *[Signature]* Print Name: \_\_\_\_\_

*For your peace of mind, should the repair amount exceed 25% of your system's replacement value, our technician is required to inform you of options for both repairing and replacing the equipment.*

Qty	Task#	Description	Rate
		Service Call Charge	
		Service Partner Membership	
<i>1</i>		<i>R/R GFCI &amp; trouble shoot re working garage ups found loose connection in garage door RCP.</i>	<i>158.63</i>

Pre-Approved Financing Terms: *[Signature]* Please pay from this invoice - Work performed C.O.D.

**PAYMENT 1** Cash  Check  Check #: *1024*  
 MC  Visa  Disc  AmEx  Auth #: \_\_\_\_\_  
 Card #: \_\_\_\_\_ Exp: *MM YY*

**PAYMENT 2** Cash  Check  Check #: \_\_\_\_\_  
 MC  Visa  Disc  AmEx  Auth #: \_\_\_\_\_  
 Card #: \_\_\_\_\_ Exp: *MM YY*

**WANT TO PAY LESS?**

My Service Technician presented me with a Service Partner Program and explained the benefits

I want to save money and become a Service Partner  *initial ONE*  
 OR  
 At this time I decline the offer

DISCOUNT	
SUBTOTAL	
TOTAL COST	<i>158.63</i>
<b>SERVICE PARTNER SAVINGS</b>	
\$	

**ACCEPTANCE OF WORK PERFORMED:** I acknowledge satisfactory completion of the above described work and that the premises has been left in satisfactory condition. I understand that if my check does not clear, I am liable for the check and any charges from the bank. I agree to pay 1.75% per month for past due contracts (minimum charge \$15). In the event that collection efforts are initiated against me, I shall pay for all associated fees at the posted rates as well as all cost of collection fees and reasonable attorney fees. I agree that the amount set forth in the space marked "TOTAL COST" is the total flat price I have agreed to.

SIGNATURE: *[Signature]*

I decline to have the recommended work performed at this time. SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

**SERVICE TECHNICIAN ACKNOWLEDGEMENT**

Prior to the customer entering into the contract, I have discussed the nature of the service and cost and I have given a copy of the contract to the customer. All work I have done has been in compliance with company standards in a workmanship manner, to building codes when applicable.

SIGNATURE: *[Signature]*

**CUSTOMER SERVICE IS OUR #1 FOCUS**

If you are not completely satisfied for any reason, please call and ask to speak with the Customer Service Manager. Your feedback is very important to us.

**THANK YOU FOR CHOOSING US FOR YOUR SERVICE NEEDS!**

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Rana Graham  
4745 Mandalay LN  
Rapid City, SD 57701

02/18/2014

Bolt Construction  
Lyndon Bolt  
2317 Creek DR  
Rapid City, SD 57703

Mr. Bolt

I am writing to you to inform you of the pending action I will be taking against your company for the unsatisfactory work your company did replacing my roof and guttering. I have reports stating there are numerous issues with the way the shingles were laid, along with pictures.

I also am queering your invoice as Aaron Londons estimate says 27.45 sq and I asked you on January 21, 2014 if you would have someone re-measure my roof as I believed with Aarons dishonesty on the amount of guttering that was done that his measurement might be inaccurate. You told me you would, but did not have this done. I will also say that there was several packs of shingles left when the roof was supposed to have been finished, which Aaron loaded into the back of his truck 3 days later, I am sure these were the shingles I have been Invoiced for.

I have asked several times for a signed contract which you have failed to supply, that reason being is I never signed one.

The completion certificate you sent is also false as the work was not completed October 14, 2013 as the guttering had not been done yet, that was completed in November and it was your wife who had to arrange that when I called to ask why I had gotten an invoice for work that had not been completed. Aaron then called me to say I should never have received the invoice as the gutters were not done yet. He also told me a crew were supposed to have come out and fixed the roof since they installed it wrong. Aaron showed up to my house the following day with Josh and told me since the last crew had not showed up he would send a crew out later that day to fix the roof. No one showed up yet again. I left numerous messages on Aaron's answering service to call me as the roof had not been fixed yet, he ignored them and did not respond.

Bolt Construction have invoiced me for all the edge metal and gutter apron and gutters which I have pictures showing these were not replaced and the hail damaged ones were left, this I believe is fraud. My Mortgage company have refused to issue you payment for the work that has not been completed or done in a satisfactory manner.

Reference your letter dating 02/13/14 stating that you, a Tamko Representative, and Building Inspector will be coming to my home, I am informing you that you or anyone from Bolt Construction due to your unruly and dishonest behavior that your company have shown me are not welcome at my property 4745 Mandalay Lane, however I will allow a Tamko Representative who can provide documentation of who they are and a City Inspector to inspect my roof. If you in anyway try to access my property I have been informed by the authorities that you will be tress-passing and will have no choice but to contact them and have you arrested or removed.

I have given Bolt Construction plenty of opportunity to resolve this and fix my roof, since October 14 2013, when I contacted Aaron London to inform him there were issues, you failed to honor your contractors warranty. I have also found that yourself and Aaron London acted in an unprofessional manner by badmouthing and slandering Black Hills Exteriors and Pro Exteriors just because they came to my property and did reports on the issues with the roof, this is not a behavior an owner should take about other Companies. This being another reason I do not want you to come or carry out any further work to my property. I will be instructing another Roofing Company to replace the roof and the guttering.

As you should be aware by now I have filed legal proceedings against you and your company as I believe you fraudulently placed a Mechanics Lien on my property. I am giving you seven days to remove the Lien and to withdraw any balances you say I owe you for the work that your company have done due to it not being completed in a satisfactory manner or replaced materials which you invoiced me for. If you do not agree with this then I will just move forward with the legal proceedings I have already set in motion.

I am enclosing pictures, reports, a report from the City confirming they never inspected the roof or an affidavit was ever issued to them.

Sincerely,

Rana Graham

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**From:** Trevor Schmidt <[blackhillsexteriors@gmail.com](mailto:blackhillsexteriors@gmail.com)>  
**Date:** August 26, 2014 at 10:09:05 PM MDT  
**To:** [rana.1978@hotmail.co.uk](mailto:rana.1978@hotmail.co.uk)  
**Subject:** Roof Leak

Rana,

I have inspected your roof on 8/26/14 at your Mandalay Ln address in Rapid City due to the leak you have found in your garage. I could not tell exactly where your leaking from. There was no visible damage on rooftop to guarantee a specific location or error. I did notice that some shingles are not sealed and it would be possible for a leaky roof. If you had high winds and heavy rain the shingles would be able to lift high enough for wind driven rain to get behind the shingle and cause a leak. That is one possible way but would have to inspect when heavy rain and wind is available or wait until the leak is in progress.

Thank you,

Trevor A. Schmidt  
Project Manager

**Black Hills Exteriors**  
260 Bengal Drive  
Rapid City, SD 57701  
**605.593.3358**

[BlackHillsExteriors@gmail.com](mailto:BlackHillsExteriors@gmail.com)

**AFFIDAVIT OF JEFF RICHEY**

Comes the Affiant, Jeff Richey, after first being duly sworn and states as follows:

1. My name is Jeff Richey. I am a Territory Manager for TAMKO Building Products, Inc. ("TAMKO"). The information contained in this Affidavit is based upon my personal knowledge.
2. I signed and sent a letter similar to the attached unsigned letter to Rana Graham and sent a copy to Lyndon Bolt.
3. I have not sent any other letters to either Rana Graham or Lyndon Bolt.
4. I have never performed an inspection of Ms. Graham's roof and have no knowledge as to whether or not the TAMKO shingles were properly installed.

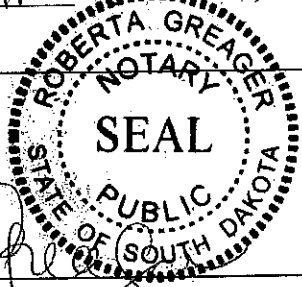
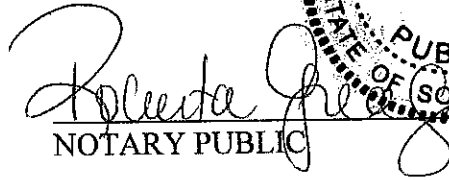
Further affiant sayeth naught.

  
 \_\_\_\_\_  
 JEFF RICHEY

STATE OF SOUTH DAKOTA     )  
   ) SS:  
 COUNTY OF Remington     )

Subscribed and sworn to before me by Jeff Richey, this 11<sup>th</sup> day of March, 2014.

My Commission expires: 5-18-2015

  
  
 \_\_\_\_\_  
 NOTARY PUBLIC



**Donna Smith**  
Attorney phone call  
September 2, 2014 at 2:42 PM  
Rana.1978@hotmail.co.uk

Rana,

Just wanted to drop you an email to let you know that Bradley with Beardsley Jensen (?)law firm called to inquire why we paid Bolt Construction. I told him to contact you if he has any questions. He wanted to know if we require the roof to be in good working order and I told him if he needs information to contact you directly.

Thanks – Donna

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Kari Bolt

Wednesday 2:03pm



How well do u know rana graham

not well used to be my neighbor



Rana as caused a lot of problems to our company



She's slandered our name and didnt pay her bill so we had to



# Kari Bolt



She's slandered our name and didn't pay her bill so we had to lien her house



We can't refer anything if she's working for you nothing against you it's her. But we would love to support you out as long as she's an employee we can't



She's trying to get the city to revoke Lincoln's license

1/1/11



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Kari Bolt

we can't help anything if she's working for you nothing against you it's her. But we would love to support you but as long as she's an employee we can't

She's trying to get the city to revoke Lyndon's licence too. She's appealing an appeal



ok

THANKS