

IN THE CIRCUIT COURT OF
SEBASTIAN COUNTY, ARKANSAS

FORT SMITH DISTRICT

CIVIL DIVISION

FILED
FT. SMITH DIST.
Patty Henderson
2020 SEP -3 A 11:13

SRS DISTRIBUTION d/b/a SOUTHERN SHINGLES

CIR. CLERK SEB. CO. PLAINTIFF

VS. CASE NO. 66FCV-20- 646 COURT DIVISION VII

BOLDING CONSTRUCTION COMPANY, INC. and MAX AVERY, individually DEFENDANTS

VERIFIED COMPLAINT

Comes Plaintiff SRS DISTRIBUTION d/b/a SOUTHERN SHINGLES, by and through attorney, Shawn Key of THE KEY FIRM, PLLC, and for its Verified Complaint, states that:

PARTIES

1. Plaintiff SRS DISTRIBUTION d/b/a SOUTHERN SHINGLES ("Plaintiff") is a foreign corporation duly formed and organized under the laws of the State of Delaware. Plaintiff is authorized to transact business in Arkansas.
2. Defendant BOLDING CONSTRUCTION COMPANY, INC. ("Defendant BOLDING CONSTRUCTION COMPANY") is a domestic corporation authorized to do business in Arkansas with its principal place of business in Sebastian County, Arkansas.
3. On information and belief, Defendant MAX AVERY ("Defendant MAX AVERY") resides in Sebastian County, Arkansas.
4. Defendant BOLDING CONSTRUCTION COMPANY and Defendant MAX AVERY may be periodically referred to collectively herein as "Defendants."
5. All allegations herein are to be read and taken together, irrespective of section titles.

JURISDICTION AND VENUE

6. This Court has subject matter jurisdiction according to Arkansas Code Annotated. § 16-13-201.
7. Venue is proper in this Court pursuant to A.C.A. § 16-60-101 by virtue of the fact that the allegations alleged herein show that Sebastian County, Arkansas, is where Defendant MAX AVERY resided at the time of the event or omission giving rise to the cause of action and/or where Defendant BOLDING CONSTRUCTION COMPANY had its principal office at the time of the event or omission giving rise to the cause of action.

FACTS COMMON TO ALL COUNTS

8. On or about September 23, 2019, Defendant BOLDING CONSTRUCTION COMPANY executed an application for credit ("Contract") with the Plaintiff, attached hereto, made a part hereof, and marked as EXHIBIT A.
9. MAX AVERY signed the Contract as an officer or agent of Defendant BOLDING CONSTRUCTION COMPANY.
10. As part of the same Contract, Defendant MAX AVERY agreed to guarantee payment to the Plaintiff any balance owed by Defendant BOLDING CONSTRUCTION COMPANY to the Plaintiff.

11. Between October 7, 2019, and November 19, 2019, the Plaintiff sold and provided goods, merchandise and/or service to Defendant BOLDING CONSTRUCTION COMPANY as contemplated by the parties' agreement and as evidenced by the Statement of Account, attached hereto, made a part hereof, and marked as EXHIBIT B.
12. The Plaintiff invoiced Defendant BOLDING CONSTRUCTION COMPANY after each transaction. A copy of each invoice is attached hereto, made a part hereof, and marked collectively as EXHIBIT C.
13. The balance of all invoices taken together totals \$5,910.40.
14. The Plaintiff made requests for payment from Defendant BOLDING CONSTRUCTION COMPANY and from Defendant MAX AVERY as the guarantor, but both refused, failed, or neglected to remit payment sufficient to satisfy the balance due to the Plaintiff.
15. After posting all payments, credits, and offsets to the account, the account of Defendant BOLDING CONSTRUCTION COMPANY reflects a balance due of \$5,627.60, as stated in the Affidavit as to Correctness of Account, which is attached hereto and incorporated herein by reference as EXHIBIT D.

COUNT I: BREACH OF CONTRACT BY DEFENDANT BOLDING CONSTRUCTION COMPANY

16. Defendant BOLDING CONSTRUCTION COMPANY entered into a valid, enforceable contract with the Plaintiff.
17. The Plaintiff delivered or provided to Defendant BOLDING CONSTRUCTION COMPANY each item reflected on each invoice.
18. The contract between Plaintiff and Defendant BOLDING CONSTRUCTION COMPANY obligated Defendant BOLDING CONSTRUCTION COMPANY to render payment to the Plaintiff for the goods, merchandise, and/or service provided by the Plaintiff and in the amount reflected on each invoice.
19. Defendant BOLDING CONSTRUCTION COMPANY did not make payment to satisfy the balance shown on each invoice by the due date shown on each invoice.
20. The Plaintiff demanded payment from Defendant BOLDING CONSTRUCTION COMPANY, who denied the demand, whether by silence, refusal, or neglect.
21. Defendant BOLDING CONSTRUCTION COMPANY's refusal to make payment to the Plaintiff constitutes a breach of contract.
22. As a result of Defendant BOLDING CONSTRUCTION COMPANY's failure to make payment to the Plaintiff, the Plaintiff is damaged in the amounts as shown below in the Resulting Damages and Prayer for Relief.

COUNT II: OPEN ACCOUNT

23. Pleading in the alternative, Defendant BOLDING CONSTRUCTION COMPANY entered into an open account with Plaintiff when Defendant BOLDING CONSTRUCTION COMPANY contemplated running or concurrent dealings with the Plaintiff to include all transactions.
24. The Plaintiff periodically rendered to Defendant BOLDING CONSTRUCTION COMPANY statements and invoices that reflected all charges, credits, and payments as well as the date each payment was due to the Plaintiff.

25. Defendant BOLDING CONSTRUCTION COMPANY at no time made a written objection to the accuracy of any statement, the dollar amount of any statement, or the total amount of all statements.
26. Defendant BOLDING CONSTRUCTION COMPANY's account remains open, unsettled, and has not been stated.
27. Demand has been made upon Defendant BOLDING CONSTRUCTION COMPANY, who, if only by silence, refused payment.
28. As a result of Defendant BOLDING CONSTRUCTION COMPANY's failure to make payment to the Plaintiff for the balance due on open account, the Plaintiff is damaged in the amounts as shown below in the Resulting Damages and Prayer for Relief.

COUNT III: ACCOUNT STATED

29. Pleading in the alternative, the Parties engaged in one or more mutual dealings of a monetary character.
30. After each transaction described herein, the Plaintiff periodically rendered to Defendant BOLDING CONSTRUCTION COMPANY an invoice detailing the specific transaction.
31. Periodically, the Plaintiff rendered to Defendant BOLDING CONSTRUCTION COMPANY a statement of account that set forth all the items of indebtedness and credits.
32. The Plaintiff afforded Defendant BOLDING CONSTRUCTION COMPANY a reasonable time to inspect each invoice and statement.
33. Defendant BOLDING CONSTRUCTION COMPANY at no time made a written objection to the accuracy of any invoice or statement, the dollar amount of any invoice or statement, or the total amount of all invoice or statement.
34. Whether by silence or an expressed act, Defendant BOLDING CONSTRUCTION COMPANY approved the accounting rendered by the Plaintiff and agreed to pay the Plaintiff the dollar amount reflected on the Plaintiff's accounting.
35. As a result of Defendant BOLDING CONSTRUCTION COMPANY's failure to make payment to the Plaintiff for the balance ratified by Defendant BOLDING CONSTRUCTION COMPANY, the Plaintiff is damaged in the amounts as shown below in the Resulting Damages and Prayer for Relief.

COUNT IV: BREACH OF PERSONAL GUARANTY OF DEFENDANT MAX AVERY

36. Defendant MAX AVERY entered into a valid, enforceable personal guaranty with the Plaintiff.
37. The guaranty executed by Defendant MAX AVERY obligated Defendant MAX AVERY to pay Plaintiff any amount due to the Plaintiff from Defendant BOLDING CONSTRUCTION COMPANY.
38. Defendant BOLDING CONSTRUCTION COMPANY failed to make payment to the Plaintiff in the amounts set forth herein.
39. Plaintiff made demand upon Defendant MAX AVERY, and Defendant MAX AVERY who, even if only by silence, denied payment.
40. The refusal of Defendant MAX AVERY to make payment to Plaintiff for the balance due by Defendant BOLDING CONSTRUCTION COMPANY is a breach of the personal guaranty given by Defendant MAX AVERY.
41. The failure of Defendant MAX AVERY to make payment to the Plaintiff damaged the Plaintiff in the amounts as shown in the Resulting Damages and Prayer for Relief.

COUNT V: QUASI-CONTRACT, QUANTUM MERUIT, and UNJUST ENRICHMENT

42. Pleading in the alternative, should it be determined that a valid and enforceable written contract does not exist to govern the matters described herein, the Plaintiff alleges that the Parties entered into a quasi-contract evidenced by their agreements, course of conduct, and actions.
43. With both the explicit and implicit approval of Defendants MAX AVERY and BOLDING CONSTRUCTION COMPANY, the Plaintiff conferred goods, merchandise and/or service upon Defendants MAX AVERY and BOLDING CONSTRUCTION COMPANY, and the Plaintiff is entitled to payment for goods and/or service provided to, received by, and accepted by Defendants MAX AVERY and BOLDING CONSTRUCTION COMPANY.
44. After the Plaintiff performed all of its obligations and duties with regard to the quasi-contract, Defendant MAX AVERY and BOLDING CONSTRUCTION COMPANY each refused to pay the Plaintiff for the goods and/or service Defendants MAX AVERY and BOLDING CONSTRUCTION COMPANY ordered, accepted, and received a direct benefit, and the refusal constitutes a breach.
45. By virtue of the fact that Defendants MAX AVERY and BOLDING CONSTRUCTION COMPANY retained all goods and/or service provided by the Plaintiff, which Defendants MAX AVERY and BOLDING CONSTRUCTION COMPANY received and accepted, Defendants MAX AVERY and BOLDING CONSTRUCTION COMPANY are each unjustly enriched.
46. Under the theory of *quantum meruit*, Plaintiff is entitled to payment for the fair market value of the goods, merchandise and/or service ultimately conferred upon Defendants MAX AVERY and BOLDING CONSTRUCTION COMPANY.
47. The Plaintiff is entitled to a judgment against Defendants MAX AVERY and BOLDING CONSTRUCTION COMPANY in the amount of the value of the goods and/or service in the amounts as shown in the Resulting Damages and Prayer for Relief.

RESULTING DAMAGES AND PRAYER FOR RELIEF

48. As evidenced by the exhibits, after crediting all payments, setoffs, and credits, the amount of damages to which the Plaintiff is entitled to recover from the Defendants is as follows:
- (a) the principal sum of \$5,627.60;
 - (b) pre-judgment interest on the principal sum at the rate of 17% per annum from October 7, 2019, to date of judgment;
 - (c) pre- and post-judgment costs permitted under ARCP 54(d)(2);
 - (d) post-judgment interest at highest rate per A.C.A. § 16-65-114;
 - (e) an attorney's fee pursuant to A.C.A. § 16-22-308; and
 - (f) any other relief to which each Plaintiff is entitled, even if not specifically stated herein.

WHEREFORE, the Plaintiff prays that it have judgment against each Defendant as requested herein.

Respectfully Submitted By: 

Shawn Key, Ark. Bar #2005026 • Attorney for Plaintiff, P.O. Box 13690 • Maumelle, AR 72113
Phone: (501) 353-1903 • FAX (424) 214-1919 • shawnkey@comcast.net



CREDIT APPLICATION AND AGREEMENT

COMPANY NAME Bolding Construction Company, Inc.
DOING BUSINESS As (DBA) _____

MAILING ADDRESS 304 S. 14th St. Fort Smith AR. 72901
CITY STATE ZIP

STREET ADDRESS _____
CITY STATE ZIP

PHONE NUMBER (479) 763-0298 FAX ()

SALES TAX EXEMPTION CERTIFICATE YES ☐ (If Yes, Please Include Signed Certificate Or Copy) NO ☒

PO REQUIRED: YES ☒ NO ☐ TYPE OF ENTITY: CORP. ☒ PARTNERSHIP ☐ PROPRIETORSHIP ☐ INDIVIDUAL ☐ LLC ☐ YRS. EST. 1

ASSOCIATED COMPANY / FORMER BUSINESS _____ CREDIT LINE REQUESTED IN DOLLARS \$Any/10,000.00

OFFICERS / PARTNERS / OWNERS:

NAME max Avery TITLE CEO CELL PHONE (479) 629-2889

ADDRESS _____ SOC. SEC # _____
CITY STATE ZIP

NAME _____ TITLE _____ CELL PHONE ()

ADDRESS _____ SOC. SEC # _____
CITY STATE ZIP

CONTROLLER - A/P CONTACT _____ EMAIL ADDRESS _____

BUSINESS OR TRADE REFERENCES:

1. Yeagers Ace Hardware PHONE (479) 474-5278 FAX ()

2. Trinity Multifamily PHONE (479) 719-8153 FAX ()

3. McKay Roof Co. PHONE (918) 413-2135 FAX ()

BANK NAME United Federal Credit Union ACCOUNT NO. 571862758375

OFFICER NAME Mishelle PHONE (888) 982-1400 FAX ()

The Customer identified above hereby applies for open account credit from SRS Distribution Inc. or any of its subsidiaries (herein separately and collectively referred to as "Seller"). The preceding information is for the purpose of obtaining credit and is warranted to be true. I/We hereby authorize Seller to investigate all references and customary credit information sources including consumer credit reporting repositories regarding my/our credit and financial responsibility for the purpose of obtaining credit and for periodic review for the purpose of maintaining the credit relationship. Terms of sale are noted on the invoice. COD restrictions may be placed on any past due account. A service charge of one-and-one-half percent (1-1/2%) per month or eighteen percent (18%) per annum may be assessed on delinquent invoices but not to exceed, at any time, the highest rate of interest legally allowed. All amounts due for purchases are payable to Seller at 5900 South Lake Forest Drive, Suite 400, McKinney, TX 75070. Applicant agrees that all issues and disputes relating to any credit arrangement extended hereunder shall be governed in accordance with a competent jurisdiction chosen at the discretion of Seller and that applicant expressly waives its venue rights without reference to conflicts of laws or legal principles. Applicant further agrees that the amount of credit desired and approved is not a limitation of liability, and the undersigned expressly agrees that it will be responsible for valid charges in excess of the line of credit either desired or approved. The extension of credit hereunder, the amount of credit and the cancellation or reduction of credit shall be within the sole discretion of Seller. In the event of default, and if this account is turned over to an agency and/or an attorney for collection, the undersigned agrees to pay all reasonable attorneys' fees, and/or costs of collection whether or not suit is filed. I/We understand that we must notify Seller in writing by certified mail of any change in ownership the name of the business or structure of the business under which credit was established. The Customer hereby represents that all goods purchased from the seller are for business or commercial purposes and are not intended for personal, family, or household uses. The person executing this agreement has the authority to bind the customer and is authorized by the customer to enter into the credit application terms and conditions. Terms and Conditions are incorporated herein.

COMPANY NAME Bolding Construction Company, Inc.

SIGNATURE [Signature] TITLE CEO

SIGNATURE _____ TITLE _____



CONSENT TO OBTAIN CONSUMER CREDIT REPORT

The undersigned individual who is principal proprietor or partner of the entity applying for business credit, and therefore desirous of a business relationship with SRS Distribution Inc. or any of its subsidiaries (herein separately and collectively referred to as "Seller"); recognizing that his/her individual credit history may be a factor in the evaluation of the credit history of the applicant, hereby consents to the use of the consumer credit report of the undersigned by Seller as may be necessary in the credit evaluation process and for periodic review for the purpose of maintaining the credit relationship.

Individual Signature

Printed Name

Date

Individual Signature

Printed Name

Date

AUTHORIZATION TO RELEASE BANK INFORMATION

I hereby authorize the bank named herein to release information requested for the purpose of obtaining and/or reviewing my company's credit from time-to-time.

Company

Signature / Title

Date

PERSONAL GUARANTEE

For valuable consideration, the receipt of which is acknowledged, including but not limited to the extension of credit By SRS Distribution Inc. or any of its subsidiaries (herein separately and collectively referred to as "Seller") to (Print Company Name) Bidding Construction Company (Debtor), the undersigned Guarantor(s), personally and individually (and jointly and severally if more than one Guarantor) unconditionally guarantee(s) to Seller the full and prompt payment of all obligations which Debtor presently or hereafter may have to Seller. Guarantor(s) agree to indemnify Seller against any losses Seller may sustain and expenses it may incur as a result of any failure of Debtor to perform its obligations hereunder, including reasonable attorneys' fees and all costs and other expenses incurred in collecting or compromising any indebtedness of Debtor hereunder, or in enforcing this Guarantee against Guarantor(s). Guarantor(s) hereby waive(s) diligence, demand, protest or notice of any kind. The undersigned Guarantor(s) agrees that the guarantees and covenants of this signed Personal Guarantee are incorporated into any updated subsequent Credit Application and Agreements signed by the Guarantor(s). This shall be a continuing guarantee and shall remain in full force until Guarantor(s) deliver(s) to SRS Distribution Inc. at 5900 S. Lake Forest Drive, Suite 400, McKinney, TX 75070, written notice revoking the guarantee as to indebtedness incurred subsequent to delivery and receipt of such notice. Such notice shall not affect any of Guarantor(s) obligations hereunder with respect to indebtedness previously incurred. The undersigned, as personal Guarantor(s), (each) recognize that his or her individual credit history may be a necessary factor in the evaluation of this Guarantee, and hereby consent to the use of a consumer credit report on the undersigned by Seller from time to time as determined to be necessary in its sole discretion in the credit application process.

Signature of Guarantor

Guarantor's Printed Name

Date

Signature of Guarantor

Guarantor's Printed Name

Date

Signature of Witness

Witness' Printed Name

Date

PLEASE PROVIDE A PHOTOCOPY OF STATE ISSUED DRIVERS LICENSE AND/OR PICTURE ID

Alternative Dispute Resolution Provisions: At the option of the Seller, any dispute, claim or controversy which arises out of the sale of goods by the Seller to the Customer, including any action against the guarantor identified above, or any issue recognized arbitration association or body. Judgment by any court of competent jurisdiction may be entered upon the arbitration award. In addition, the Customer hereby agrees to submit any such dispute, claim or controversy to any other alternative dispute resolution procedure, (such as mediation), selected by any Seller for the resolution of disputes.

The Federal Equal Opportunity Act (ECOA) prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has, in good faith, exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with law concerning this creditor is the Federal Trade Commission, Division of Credit Practices, 600 Pennsylvania Avenue, NW, Washington, DC 20580.

Branch Manager (Print Name)

*

Territory Manager (Print Name)

Branch Code/Number

Group ID

STANDARD TERMS AND CONDITIONS OF SALE

Initials 

1. All sales are expressly conditional on Buyer's agreement to the standard terms and conditions on this form. Any order or statement of intent to purchase any merchandise and/or services from SRS Distribution Inc. or any of its subsidiaries (herein separately and collectively referred to as "Seller"); or any direction to proceed with engineering, procurement, manufacturer or shipment of any of said merchandise and/or services; or acceptance of all or part of such merchandise and/or services; or payment of all or part of such of such merchandise and/or services; shall constitute assent to said terms and conditions. If a subsidiary, business unit or assumed name of Seller is identified on the face of the Credit Application and/or Picking Ticket, then Seller means that subsidiary, or business unit. Any different or additional terms and conditions proposed by buyer in a purchase order or otherwise, are objected to by Seller and will not be binding upon Seller unless specifically agreed to in writing by an authorized representative of Seller's management. We do not assume any responsibility or liability under contracts, agreements or covenants between the purchaser and others. These terms and conditions of sale represent the entire sales agreement of the parties as to purchases made by Buyer from Seller, except in situations where Seller has agreed to other or additional terms and conditions in writing by an authorized agent.
2. Each shipment or delivery shall be deemed to have been sold under a separate and independent contract. Any order for merchandise and/or services by Buyer shall constitute a representation that Buyer is solvent. If, in the judgment of Seller, the financial condition of the Buyer at the time of manufacture or shipment does not justify the terms of payment specified, or Buyer is in breach of any of the terms and conditions stated herein, Seller reserves the right to require from Buyer full or partial cash payment or other adequate assurance of performance before manufacture or shipment. In order to provide security for the payment of the full price of merchandise and/or services furnished hereunder, Buyer grants Seller a security interest in said merchandise and/or services. Buyer agrees to execute any documents or furnish information necessary to perfect this security interest.
3. Seller assumes no responsibility for merchandise and/or services meeting any job specifications or requirements unless specifically so stated in its written quotation.
4. As to merchandise delivered by Seller's truck, title passes upon delivery at the place Buyer receives possession; and, thereafter, all risk of loss or damages shall be on Buyer. Deliveries by common carrier are f.o.b. shipping point. On direct shipments from manufacturers, title passes to Buyer at point and time of delivery to carrier; and, thereafter, all risk of loss or damage shall be on Buyer. Damage or shortage claims arising from direct shipments are to be made by Buyer against carrier. Seller assumes no responsibility beyond delivery to carrier in good order and is not responsible for loss, damage, or delay occurring thereafter. All items shown as freight allowed pertain to particular items and quantities. Any deviation after placement of order, such as changes in quantity or partial release, will be subject to the manufacturer's terms and conditions where applicable. Extra labor or mechanical facilities required to unload shall be provided by Buyer without cost to Seller.
5. Shipping or performance dates are not guaranteed, but if stated, are based upon best information then available and is subject to change without notice unless otherwise specifically stated in writing. Seller shall not be liable for failure to deliver or for delay in delivery or performance due to (a) a cause beyond its reasonable control, (b) an act of God, act or omission of Buyer, act of civil or military authority, governmental priority or other allocation or control, fire, strike or other labor difficulty, riot or other civil disturbance, insolvency or other inability to perform by the manufacturer, delay in transportation, or (c) any other commercial impracticability. In the event of any such delay, the date of delivery or performance shall be extended for a period equal to the time lost by reason of delay.
6. Seller shall use its best efforts to obtain from each manufacturer, in accordance with the manufacturer's warranty (copies of which will be furnished upon request) or customary practice, the repair or replacement of merchandise and/or services that may prove defective in material or workmanship. The foregoing shall constitute the exclusive remedy of the Buyer and the sole obligation of Seller. Except as to title THERE ARE NO WARRANTIES, WRITTEN, ORAL, IMPLIED OR STATUTORY, relating to the described merchandise, which extend beyond that described in this paragraph. NO IMPLIED STATUTORY WARRANTY OR MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE SHALL APPLY.
7. Seller's liability on any claim or damage arising out of the supplying of any merchandise and/or services to Buyer, or their sale, resale, operation of use, whether based on contract, warranty, tort (including negligence) or other grounds, shall not exceed the price allowable to such merchandise and/or services or part thereof involved in the claim. Seller shall not, under any circumstances be liable for any labor charges without the prior written consent of Seller. Seller shall not in any event be liable, whether as a result of breach of contract, warranty, tort (including negligence) or other grounds, for special, consequential, incidental or penal damages including, but not limited to, loss of profits or revenue, loss of use of the product or any associated product, cost of capital, cost of substitute products, facilities or services, downtime costs, or claims of customers of the Buyer for such damages. If Seller furnishes Buyer with advice or other assistance which concerns any merchandise and/or services supplied hereunder, or any system or equipment in which any such merchandise and/or services may be installed, and which is not required pursuant to this contract, the furnishing of such advice or assistance will not subject Seller to any liability, whether based on contract, warranty, tort (including negligence) or other grounds.
8. No merchandise and/or services will be accepted for return without the written permission of Seller. Normally stocked items in resalable condition will be accepted for credit subject to a minimum 20% restocking charge. Merchandise and/or services will not be accepted for return after 60 days from date of delivery. Specially ordered items or abnormal quantities of stock items will not be accepted for return until Seller has secured permission and terms of return from Seller's sources of supply and such terms have been accepted by the Buyer. All merchandise and/or services claimed to be defective shall be held subject to inspection by Seller and/or the manufacturer.
9. Should shipments be held or stored beyond delivery date for convenience of Buyer, Seller may, at its option, assess reasonable charges for any expense incident to such delay.
10. No waiver, alteration or modification of any of the provisions hereof shall be binding upon Seller unless specifically agreed to in writing by an authorized representative of Seller's management.
11. Orders placed by Buyer may be cancelled by the Buyer only if agreed to by Seller and upon payment of reasonable charges based upon expenses already incurred and commitments made by Seller.
12. Authorized Purchasers: Unless you notify us in writing to the contrary prior to making a purchase, you hereby represent and warrant that any employee or agent action on your behalf shall be deemed to be authorized by you and Seller may rely upon such representation, unless the written notice referred to herein is provided by you prior to making such purchase.
13. Payment Application: Unless you direct otherwise in writing with each remittance, payments will be applied first to any finance charges or service charges, then against matching open invoices, as Seller may determine in its sole discretion. However, all payments received after the invoice due date will be applied only at Seller's discretion and may be applied to the oldest invoices first, regardless of lien status of the delinquent invoices in question.
14. If Buyer has provided a fax number above, Buyer hereby authorizes Seller to send and hereby consents to receive fax information from Seller that may include, but is not limited to, credit account billing information, flyers, market update information, sales promotions, price sheets, product specification, and other materials information.
15. If paid by credit card, no discount is available.



5900 S. Lake Forest Drive Suite 400
McKinney, TX 75070-2196



STATEMENT

Account # :	
Statement Date :	04/27/2
Phone # :	(479)-763-029
Fax # :	
REMIT TO	
SOUTHERN SHINGLES P.O. BOX 842468 DALLAS, TX 75284-2468 (833)-290-7459	

BILL TO:

BOLDING CONSTRUCTION COMPANY
304 S 14TH STREET
FORT SMITH, AR 72901

INVOICE DATE	INVOICE #	CUST PO #	TYPE	GROSS AMOUNT	DISCOUNT DATE	DISCOUNT AMOUNT	PAYMENT	NET AMOUNT
Ship-to # 1:	BOLDING CONSTRUCTION COMPANY, 304 S 14TH STREET FORT SMITH AR 72901							
SS FT SMITH								
10/07/19	15779517-001	PARIS	Invoice	1,074.67				1,074.6
10/08/19	15789710-001	PARIS	Invoice	840.99				840.9
10/09/19	15804516-001	parish	Invoice	129.99				129.9
10/14/19	15833248-001	PARIS	CM	-182.81				-182.8
10/14/19	15833276-001	parish	CM	-99.99				-99.9
11/18/19	16188772-001	11360 HWY 348	Invoice	2,762.00				2,762.0
11/19/19	16206387-001	MOUNTAINBURG	Invoice	1,102.75				1,102.7
			Sub-Total	5,627.60				5,627.6

Thank you for your business! If our service or your total experience with our company did not meet your needs or expectations, please email us at customerfeedback@srsicorp.com or call us at 469-854-2542.

CURRENT AMT	1 - 30 DAYS	31 - 60 DAYS	61 - 90 DAYS	OVER 90 DAYS	AMOUNT DUE
0.00	0.00	0.00	0.00	5,627.60	\$5,627.60



SOUTHERN SHINGLES - FT SMITH
1819 SOUTH 28TH STREET
VAN BUREN, AR 72956
FAX: (479)-471-8254
Phone: (479)-471-5711

Remit To: SOUTHERN SHINGLES
P.O. BOX 842468
DALLAS, TX 75284-2468
Phone: (833)-290-7459



INVOICE

15779517-001

Invoice Date: 10/07/19
Account: XXXXXXXXXX
Branch: SSFTS
Phone: (479)-763-0298
Fax:
Delivery: 15779517-001

BILL TO:
BOLDING CONSTRUCTION COMPANY
304 S 14TH STREET
FORT SMITH AR 72901

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SHIP TO:
BOLDING CONSTRUCTION COMPANY
304 S 14TH STREET
FORT SMITH AR 72901

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PO: PARIS	REF:	JOB:
ORDER DATE: 10/04/19	SALES M MCCCASLIN	ORDER TYPE: WILLCALL
SHIP DATE: 10/04/19	AGENTS M WALKER	ORDERED BY: EVERETT H.
		ENTERED BY: hstewart
		SHIP VIA: WILL CALL
		FRT TERM:
		AUTH CHG:

QTY ORDERED	QTY SHIPPED	UOM	ITEM/DESCRIPTION	CONVERTED QTY	PRICE/UOM	AMOUNT
25	25	PC	MARVEF1 5-1/4" X 8" MARATHON EX-FLOW ONE-WAY VENT	25.00/PC	38.99/PC	974.75
			SUBTOTAL			974.75
			Sales Tax		10.25%	99.92
			Restock/Return Policy All returned material must be brought back within 30 days of the invoice date and be in resalable condition. All Returned material will be subject to a 20% restock fee. We will not accept returns on Non Stock or Special Order Material.			

PAYMENT TERMS:

NET 10TH PROX Due Date: 11/10/19

Balance

\$1,074.67



SOUTHERN SHINGLES - FT SMITH
1819 SOUTH 28TH STREET
VAN BUREN, AR 72956
FAX: (479)-471-8254
Phone: (479)-471-5711

Remit To: SOUTHERN SHINGLES
P.O. BOX 842468
DALLAS, TX 75284-2468
Phone: (833)-290-7459

INVOICE

15789710-001

Invoice Date: 10/08/19
Account: XXXXXXXXXX
Branch: SSFTS
Phone: (479)-763-0298
Fax:
Delivery: 15789710-001

BILL TO:
BOLDING CONSTRUCTION COMPANY
304 S 14TH STREET
FORT SMITH AR 72901

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SHIP TO:
BOLDING CONSTRUCTION COMPANY
304 S 14TH STREET
FORT SMITH AR 72901

Page 1 of 1

PO: PARIS		REF:		JOB:		
ORDER DATE: 10/07/19		SALES M MCCCASLIN		SHIP VIA: WILL CALL		
SHIP DATE: 10/07/19		AGENTS		FRT TERM:		
		M WALKER		AUTH CHG:		
QTY ORDERED	QTY SHIPPED	UOM	ITEM/DESCRIPTION	CONVERTED QTY	PRICE/UOM	AMOUNT
8	8	EA	GAFEGTCFSWH HAZ-MAT 10 OZ GAF EVERGUARD TPO FLEXSEAL CAULK WHITE RED LABEL, 20 EA/CTN Cust#: ETPOCW	8.00/EA	8.50/EA	68.00
24	24	EA	GAFEGTVB16WH 1" - 6" GAF EVERGUARD TPO VENT BOOT MOLDED WHITE Cust#: ETPOVBW	24.00/EA	28.95/EA	694.80
			SUBTOTAL			762.80
			Sales Tax		10.25%	78.19
			Restock/Return Policy All returned material must be brought back within 30 days of the invoice date and be in resalable condition. All Returned material will be subject to a 20% restock fee. We will not accept returns on Non Stock or Special Order Material.			

PAYMENT TERMS:

NET 10TH PROX Due Date: 11/10/19

Balance

\$840.99



SOUTHERN SHINGLES - FT SMITH
1819 SOUTH 28TH STREET
VAN BUREN, AR 72956
FAX: (479)-471-8254
Phone: (479)-471-5711

Remit To: SOUTHERN SHINGLES
P.O. BOX 842468
DALLAS, TX 75284-2468
Phone: (833)-290-7459

INVOICE

15804516-001

Invoice Date: 10/09/19
Account: XXXXXXXXXX
Branch: SSFTS
Phone: (479)-763-0298
Fax:
Delivery: 15804516-001

BILL TO: Reprinted: 08/26/20 08:18:55
BOLDING CONSTRUCTION COMPANY
304 S 14TH STREET
FORT SMITH AR 72901

SHIP TO:
BOLDING CONSTRUCTION COMPANY
304 S 14TH STREET
FORT SMITH AR 72901

Page 1 of 1

PO: parish	REF:	JOB:
ORDER DATE: 10/08/19	SALES M MCCCASLIN	ORDER TYPE: WILL CALL
SHIP DATE: 10/08/19	AGENTS H STEWART	ORDERED BY: Everett
		ENTERED BY: hstewart
		SHIP VIA: WILL CALL
		FRT TERM:
		AUTH CHG:

QTY ORDERED	QTY SHIPPED	UOM	ITEM/DESCRIPTION	CONVERTED QTY	PRICE/UOM	AMOUNT
1	1	EA	VERE3QASTBL 3" X 100' VERSICO EPDM QA SEAM TAPE BLACK VERSIGARD 301939	1.00/EA	95.00/EA	95.00
1	1	1G	GAFEGSC1 HAZ-MAT 1 GAL GAF EVERGUARD TPO SEAM CLEANER Cust#: ETPOSC	1.00/1G	22.90/1G	22.90
			SUBTOTAL			117.90
			Sales Tax		10.25%	12.09
			Restock/Return Policy All returned material must be brought back within 30 days of the invoice date and be in resalable condition. All Returned material will be subject to a 20% restock fee. We will not accept returns on Non-Stock or Special Order Material.			

PAYMENT TERMS:

NET 10TH PROX Due Date: 11/10/19

Balance

\$129.99



SOUTHERN SHINGLES - FT SMITH
1819 SOUTH 28TH STREET
VAN BUREN, AR 72956
FAX: (479)-471-8254
Phone: (479)-471-5711

Remit To: SOUTHERN SHINGLES
P.O. BOX 842468
DALLAS, TX 75284-2468
Phone: (833)-290-7459

CREDIT MEMO

15833248-001

Invoice Date: 10/14/19
Account: XXXXXXXXXX
Branch: SSFTS
Phone: (479)-763-0298
Fax:
Delivery: 15833248-001

BILL TO:
BOLDING CONSTRUCTION COMPANY
304 S 14TH STREET
FORT SMITH AR 72901

Reprinted: 08/26/20 08:18:55

SHIP TO:
BOLDING CONSTRUCTION COMPANY
304 S 14TH STREET
FORT SMITH AR 72901

Page 1 of 1

PO: PARIS		REF:		JOB:					
ORDER DATE: 10/10/19		SALES M MCCCASLIN		ORDER TYPE: WILLCALL		SHIP VIA: WILL CALL		FRT TERM:	
SHIP DATE: 10/14/19		AGENTS		ORDERED BY:		ORIG SO: 15789710-001		INV REF:	
		M WALKER		ENTERED BY: hstewart					
QTY ORDERED	QTY SHIPPED	UOM	ITEM/DESCRIPTION			CONVERTED QTY	PRICE/UOM	AMOUNT	
-6	-6	EA	GAFEGTVB16WH 1" - 6" GAF EVERGUARD TPO VENT BOOT MOLDED WHITE Orig Inv#: 15789710-001 Cust#: ETPOVBW Reason: CUSTOMER MATERIAL RETURN SUBTOTAL RESTOCKING FEE Sales Tax Restock/Return Policy All returned material must be brought back within 30 days of the invoice date and be in resalable condition. All Returned material will be subject to a 20% restock fee. We will not accept returns on Non-Stock or Special Order Material.			-6.00/EA	28.95/EA	-173.70	
								-173.70	
								8.69	
							10.25%	-17.80	

PAYMENT TERMS:
NET 10TH PROX

Cash Discount	0.00
Balance	\$-182.81



SOUTHERN SHINGLES - FT SMITH
1819 SOUTH 28TH STREET
VAN BUREN, AR 72956
FAX: (479)-471-8254
Phone: (479)-471-5711

Remit To: SOUTHERN SHINGLES
P.O. BOX 842468
DALLAS, TX 75284-2468
Phone: (833)-290-7459

CREDIT MEMO

15833276-001

Invoice Date: 10/14/19
Account: XXXXXXXXXX
Branch: SSFTS
Phone: (479)-763-0298
Fax:
Delivery: 15833276-001

BILL TO:
BOLDING CONSTRUCTION COMPANY
304 S 14TH STREET
FORT SMITH AR 72901

Reprinted: 08/26/20 08:18:55

SHIP TO:
BOLDING CONSTRUCTION COMPANY
304 S 14TH STREET
FORT SMITH AR 72901

Page 1 of 1

PO: parish		REF:		JOB:							
ORDER DATE: 10/10/19		SALES M MCCCASLIN		ORDER TYPE: WILL CALL		SHIP VIA: WILL CALL		FRT TERM:			
SHIP DATE: 10/14/19		AGENTS		ORDERED BY:		ENTERED BY: hstewart		ORIG SO: 15804516-001		INV REF:	
		H STEWART									
QTY ORDERED	QTY SHIPPED	UOM	ITEM/DESCRIPTION				CONVERTED QTY	PRICE/UOM	AMOUNT		
-1	-1	EA	VERE3QASTBL 3" X 100' VERSICO EPDM QA SEAM TAPE BLACK Orig Inv#: 15804516-001 VERSIGARD 301939				-1.00/EA	95.00/EA	-95.00		
			Reason: CUSTOMER MATERIAL RETURN								
			SUBTOTAL						-95.00		
			RESTOCKING FEE						4.75		
			Sales Tax					10.25%	-9.74		
			Restock/Return Policy All returned material must be brought back within 30 days of the invoice date and be in resalable condition. All Returned material will be subject to a 20% restock fee. We will not accept returns on Non-Stock or Special Order Material.								

PAYMENT TERMS:
NET 10TH PROX

Cash Discount 0.00
Balance \$-99.99



SOUTHERN SHINGLES - FT SMITH
1819 SOUTH 28TH STREET
VAN BUREN, AR 72956
FAX: (479)-471-8254
Phone: (479)-471-5711

Remit To: SOUTHERN SHINGLES
P.O. BOX 842468
DALLAS, TX 75284-2468
Phone: (833)-290-7459

INVOICE

16188772-001

Invoice Date: 11/18/19
Account: XXXXXXXXXX
Branch: SSFTS
Phone: (479)-763-0298
Fax:
Delivery: 16188772-001

BILL TO:
BOLDING CONSTRUCTION COMPANY
304 S 14TH STREET
FORT SMITH AR 72901

Reprinted: 08/26/20 08:18:55

SHIP TO:
BOLDING CONSTRUCTION COMPANY
11360 HWY 348
MOUNTAINBURG AR 72946

Page 1 of 1

PO: 11360 HWY 348		REF: 937-750-3571		JOB:	
ORDER DATE: 11/14/19	SHIP DATE: 11/14/19	SALES M MCCCASLIN AGENTS M WALKER	ORDER TYPE: WHSE ORDERED BY: SHANNON ENTERED BY: mwalker	SHIP VIA: ROOF LOAD	FRT TERM:
				AUTH CHG:	

QTY ORDERED	QTY SHIPPED	UOM	ITEM/DESCRIPTION	CONVERTED QTY	PRICE/UOM	AMOUNT
90	90	BD	TAMHE30ARRHJO 3 BD/SQ JOPLIN TAMKO HERITAGE RUSTIC HICKORY	90.00/BD	24.00/BD	2,160.00
3	3	BD	TAMEL25ARRHJO 3 BD/SQ JOPLIN TAMKO ELITE SD AR RUSTIC HICKORY	3.00/BD	21.00/BD	63.00
7	7	RL	TAR15F 4 SQ/RL TARCO 15# FELT	7.00/RL	19.45/RL	136.15
4	4	EA	3N1AF 3N1 AUTO FLASHING	4.00/EA	5.99/EA	23.96
18	18	PC	FLAED5ABR 5" X 1-1/2" FLAMCO ALUMINUM EAVE DRIP BROWN	18.00/PC	6.30/PC	113.40
SUBTOTAL						2,496.51
FUEL CHARGE						55.00
Sales Tax						210.49
Restock/Return Policy: All returned material must be brought back within 30 days of the invoice date and be in resalable condition. All Returned material will be subject to a 20% restock fee. We will not accept returns on Non Stock or Special Order Material.						

PAYMENT TERMS:

NET 10TH PROX Due Date: 12/10/19

Balance

\$2,762.00



SOUTHERN SHINGLES - FT SMITH
1819 SOUTH 28TH STREET
VAN BUREN, AR 72956
FAX: (479)-471-8254
Phone: (479)-471-5711

Remit To: SOUTHERN SHINGLES
P.O. BOX 842468
DALLAS, TX 75284-2468
Phone: (833)-290-7459

INVOICE

16206387-001

Invoice Date: 11/19/19
Account: XXXXXXXXXX
Branch: SSFTS
Phone: (479)-763-0298
Fax:
Delivery: 16206387-001

BILL TO:
BOLDING CONSTRUCTION COMPANY
304 S 14TH STREET
FORT SMITH AR 72901

Reprinted: 08/26/20 08:18:55

SHIP TO:
BOLDING CONSTRUCTION COMPANY
304 S 14TH STREET
FORT SMITH AR 72901

Page 1 of 1

PO: MOUNTAINBURG	REF:	JOB:
ORDER DATE: 11/18/19	SALES M MCCCASLIN	ORDER TYPE: WILL CALL
SHIP DATE: 11/18/19	AGENTS	ORDERED BY:
	M WALKER	ENTERED BY: hstewart
		SHIP VIA: WILL CALL
		FRT TERM:
		AUTH CHG:

QTY ORDERED	QTY SHIPPED	UOM	ITEM/DESCRIPTION	CONVERTED QTY	PRICE/UOM	AMOUNT
28	28	BD	TAMHE30ARRHJO 3 BD/SQ JOPLIN TAMKO HERITAGE RUSTIC HICKORY	28.00/BD	24.00/BD	672.00
4	4	BD	TAMEL25ARRHJO 3 BD/SQ JOPLIN TAMKO ELITE SD AR RUSTIC HICKORY	4.00/BD	21.00/BD	84.00
2	2	PC	METSF448GA 4" X 4" X 8" SEMCO GALVANIZED HT STEP FLASHING	2.00/PC	34.45/PC	68.90
18	18	PC	FLAED5ABR 5" X 1-1/2" FLAMCO ALUMINUM EAVE DRIP BROWN	18.00/PC	6.30/PC	113.40
1	1	BX	COIL114 1-1/4" COIL NAIL Cust#: NCU1.25	1.00/BX	30.15/BX	30.15
1	1	BX	PCN12000 1" 2000/BX PLASTIC CAP NAIL Cust#: 752001	1.00/BX	16.89/BX	16.89
1	1	RL	TAR15F 4 SQ/RL TARCO 15# FELT	1.00/RL	19.45/RL	19.45
			SUBTOTAL			1,004.79
			Sales Tax		9.75%	97.96
			Restock/Return Policy All returned material must be brought back within 30 days of the invoice date and be in resalable condition. All Returned material will be subject to a 20% restock fee. We will not accept returns on Non Stock or Special Order Material.			

PAYMENT TERMS:

NET 10TH PROX Due Date: 12/10/19

Balance

\$1,102.75

Affidavit as to Correctness of Account

1. I, MISTY DEDRICK, being of lawful age and duly sworn, state on oath that hold the job title of FINANCIAL SERVICES OPERATIONS MANAGER with SRS DISTRIBUTION d/b/a SOUTHERN SHINGLES and also d/b/a SOUTHERN ROOFING SUPPLY ("Creditor").
(Enter the **FULL** legal name of the Creditor as it should appear on the lawsuit.)
2. I am authorized to execute this Affidavit on behalf of the Creditor.
3. The Creditor is an entity organized and existing under the laws of the State of DELAWARE. To the best of my knowledge, the Creditor is authorized to transact business in Arkansas.
4. This account is held by the original creditor.
5. In the normal course of business, the Creditor maintains account records related to all business transactions. The Creditor is charged with the duty to accurately record any business act, condition, or event onto the record maintained, with the entries made at or very near the time of any such occurrence. I am familiar with the books and records of the Creditor and the account. Before preparing this Affidavit, I reviewed all applicable records of the Creditor related to this claim, and I make this declaration based upon information from my review. I could and will testify that all my statements herein are true and correct.
6. My review of the Creditor's financial records show there is currently due and owing to the Creditor the following **PRINCIPAL** sum which **DOES NOT INCLUDE** interest, fees, or other extraneous charges:
Five Thousand Six Hundred and Twenty-Seven Dollars and Sixty Cents (\$5,627.60).
7. The amount recited is jointly and severally and currently owed by the following entities and/or individuals:
JIT BOLDING CONSTRUCTION COMPANY, INC. and MAX AVERY, individually
- (List each business or individual's name separately. Include all designations known to you such as LLC, INC., d/b/a, etc.)
8. Finally, I declare that the information and amount stated in this affidavit is true and correct to the best of my knowledge, information, and belief. I have read the foregoing, know the contents, and declare under penalty of perjury that each entry made herein is true and correct.

Misty Dedrick
Signature of Affiant, MISTY DEDRICK

State of Texas
County of Collin

IN THE WITNESS OF A NOTARY PUBLIC

On this, the 11 day of August, 2020, Affiant MISTY DEDRICK personally appeared before me, known to me to be the person whose name is subscribed to this instrument or verified on the basis of satisfactory evidence presented, and acknowledged execution of the same for the purposes herein recited.

In witness whereof, I set my hand and official seal:

Megan Lammons
Signature of Notary Public

Official Seal

