

## ARAPAHOE COUNTY DISTRICT COURT

**Ronald Meis v. Bob Harms and EXP**

**Motorsports Corp.**

**Case No:** 11-CV-1148

**Judge:** J. Mark Hannen

**Trial Dates:** July 24 - 26, 2012

**Plaintiff's Attorney:** Lucas Buckley (Hathaway & Kunz, PC), Cheyenne, Wyoming

**Defendants' Attorney:** Thomas C. "Doc" Miller and Bryant Bodie (Doc's Law Office)

**Type of Claim: Breach of contract.** Ronald Meis ordered a custom, one-of-a-kind motorcycle from the defendants, Bob Harms and EXP Motorsports Corporation. The parties entered into an oral agreement. The plaintiff alleged that the defendants did not build the custom motorcycle at the agreed upon price of \$35,000. The plaintiff filed this lawsuit and alleged that the defendants breached a contract by failing to complete the motorcycle at the agreed upon price and in a timely manner. The custom motorcycle was not completed and was not delivered to the plaintiff. The defendants denied that there was an agreed upon price for the custom motorcycle. The defendants said they entered into a handshake agreement with the plaintiff and the plaintiff changed orders for the design and materials of the motorcycle throughout the manufacturing and production process and the plaintiff was well aware that the design changes increased the costs of parts and labor. The defendants alleged that the plaintiff breached the agreement by failing to pay for increased parts and labor costs, and the plaintiff abandoned the project which caused the defendants to incur storage costs for the motorcycle. The defendant alleged that the value of the completed motorcycle would have been approximately \$65,000. The plaintiff had paid the defendants a total of \$30,000 and refused to pay for additional costs.

**Damages Alleged:** Compensatory damages.

**Counterclaim Damages Alleged:** Approximately \$30,000 for additional parts and labor plus storage fees from December 5, 2010 to the date of trial.

**Final Demand Before Trial:** \$13,000 or \$17,000 plus the custom motorcycle according to the defendants' attorney.

**Final Offer Before Trial:** \$29,500 according to the defendants' attorney.

**Plaintiff's Expert Witness:**

Chuck Shortt (regarding expected costs of a custom motorcycle)

**Defendants' Expert Witness:**

Robert Brown (regarding the value of the custom motorcycle and the process of building a custom motorcycle)

**Verdict:** For the defendant and against the plaintiff on the plaintiff's breach of contract claim.

For the defendant and against the plaintiff on the counterclaim for breach of contract, \$19,007.24.

**Note:** The defendant is seeking costs and statutory interest.



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