

COURT OF COMMON PLEAS  
CLERMONT COUNTY, OHIO

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BARBARA A. WIEDENBEIN  
CLERK OF COURT  
CLERMONT COUNTY, OHIO

**SEMPLER INTERNATIONAL, INC.** :  
Plaintiff : **CASE NO. 2016 CVH 00721**  
vs. : **Judge McBride**  
**WAYNE ECCARD, ET AL.** :  
Defendants : **DECISION/ENTRY**

Lindhorst & Dreidame, Barry F. Fagel and Matthew A. Mikhail, counsel for the plaintiff Semple International, Inc., 312 Walnut Street, Suite 3100, Cincinnati, Ohio 45202

Wayne E. Eccard and Vickie L. Eccard, *pro se*, 9341 Harrison Pike, Cleves, Ohio 45002

This cause is before the court for consideration of the renewed motion for summary judgment filed by the plaintiff Semple International, Inc. on June 5, 2017. On July 20, 2017, the defendants Wayne E. Eccard and Vickie L. Eccard, *pro se*, filed an "objection to plaintiff's motion for summary judgment." The court held a hearing on the motion on July 21, 2017, after which it took the motion under advisement.

Upon consideration of the motion, the evidence presented for the court's consideration, the written and oral arguments of the parties, and the applicable law, the court now renders this written decision.

## **PROCEDURAL BACKGROUND**

**This case involves a contract dispute over a broker's real estate commission. On May 25, 2016, the plaintiff filed a complaint against the defendants alleging claims for breach of contract and unjust enrichment. On August 30, 2016, the plaintiff filed a motion for summary judgment on its breach of contract claim, which was supported by the affidavit of Brent Semple, the plaintiff's owner and president, along with attached exhibits. The defendants responded in opposition to the motion on September 23, 2016, and the plaintiff replied in support of its motion on September 30, 2016. The court held an oral hearing on the motion on January 27, 2017, and at the conclusion of the oral hearing, it took the motion under advisement.**

**On May 11, 2017, the court issued its decision on the summary judgment motion. In it, the court granted partial summary judgment to the plaintiff. The court found that the plaintiff established that there existed a valid contract between the plaintiff and defendants to sell the defendants' properties, that the plaintiff fulfilled its contractual obligations, that the defendants failed to fulfill their contractual obligations, and that the plaintiff incurred damages as a result in the amount of \$16,047.13, plus interest.**

**However, the court concluded that the plaintiff had not established that it was a licensed real estate broker at the time its breach of contract cause of action accrued. As the court explained, under R.C. 4735.21 a real estate broker must allege and prove the existence of a valid real estate broker's license as an essential element of its action to recover a real estate commission from a client. The plaintiff had not submitted any evidence that demonstrated that it was a licensed real estate broker at the time its**

breach of contract cause of action accrued. Therefore, the court found that the issue of licensure was a genuine issue of material fact that remained to be litigated.

On June 5, 2017, the plaintiff filed a renewed motion for summary judgment. Specifically, the plaintiff moved for summary judgment on the sole issue of whether it was a licensed real estate broker at the time its breach of contract action accrued. In support, it submitted the affidavit of Dale Barger, the Chairman of the Board for the plaintiff. On July 20, 2017, the defendants filed an "objection to the plaintiff's motion for summary judgment." In support the defendants submitted an affidavit from the defendant Wayne E. Eccard, some of the exhibits that the plaintiff filed with its complaint, the code of ethics and standards of practice from the National Association of Realtors, and blank form contracts for the sale of property.

On July 21, 2017, the court held a hearing on the motion, and at the conclusion of the hearing, it took the motion under advisement.

### **STANDARD OF REVIEW**

The court must grant summary judgment, as requested by a moving party when:

"(1) No genuine issue as to any material fact remains to be litigated; (2) the moving party is entitled to judgment as a matter of law; and (3) it appears from the evidence that reasonable minds can come to but one conclusion, and viewing such evidence most strongly in favor of the party against whom the motion for summary judgment is made,

that conclusion is adverse to the party opposing the motion."<sup>1</sup>

The court must view the evidence in a light most favorable to the nonmoving party.<sup>2</sup> Even the inferences drawn from the evidence and underlying facts must be construed in favor of the nonmoving party, such as inferences drawn from affidavits, depositions, etc.<sup>3</sup> A fact is material when, under the governing substantive law, the facts "might affect the outcome of the suit."<sup>4</sup>

Whether a genuine issue exists is answered by the following inquiry: Does the evidence present "a sufficient disagreement to require submission to a jury" or is it "so one-sided that the party must prevail as a matter of law"?<sup>5</sup> This threshold inquiry determines whether there are "any genuine factual issues that can properly be resolved only by a finder of fact because they may reasonably be resolved in favor of either party."<sup>6</sup>

The movant bears the burden to show that no genuine issue exists as to any material fact, and it is entitled to judgment as a matter of law.<sup>7</sup> This burden requires the movant to "specifically delineate the basis upon which summary judgment is sought in

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<sup>1</sup> *Temple v. Wean United, Inc.*, 50 Ohio St.2d 317, 327, 364 N.E.2d 267 (1977). See *Davis v. Loopco Indus., Inc.*, 66 Ohio St.3d 64, 65-66, 609 N.E.2d 144 (1993) (holding same); Civ.R. 56(C).

<sup>2</sup> *Welco Indus. Inc. v. Applied Cos.*, 67 Ohio St.3d 344, 356, 617 N.E.2d 1129 (1993); *Willis v. Frank Hoover Supply*, 26 Ohio St.3d 186, 188, 497 N.E.2d 1118 (1986); *Williams v. First United Church of Christ*, 37 Ohio St.2d 150, 152, 309 N.E.2d 924 (1974).

<sup>3</sup> *Hannah v. Dayton Power & Light Co.*, 82 Ohio St.3d 482, 485, 696 N.E.2d 1044 (1998), citing *Turner v. Turner*, 67 Ohio St.3d 337, 341, 617 N.E.2d 1123 (1993).

<sup>4</sup> *Anderson v. Liberty-Lobby Inc.* 477 U.S. 242, 248, 106 S.Ct. 2505, 2510, 91 L.Ed.2d 202, 211 (1986).

<sup>5</sup> *Id.* at 251-52.

<sup>6</sup> *Id.* at 250.

<sup>7</sup> *AAAA Enterprises, Inc. v. River Place Community Urban Redevelopment Corp.*, 50 Ohio St.3d 157, 161, 553 N.E.2d 597 (1990); *Harless v. Willis Day Warehousing Co.*, 54 Ohio St.2d 64, 66, 375 N.E.2d 46 (1978).

order to allow the opposing party a meaningful opportunity to respond.”<sup>8</sup> If the movant fails to satisfy its initial burden, the motion for summary judgment must be denied.<sup>9</sup>

However, if the movant satisfies this burden, then the nonmoving party has a “reciprocal burden” to set forth specific facts, beyond the allegations and denials in the pleadings, demonstrating that a “triable issue of fact” remains.<sup>10</sup> The duty of the nonmoving party is more than that of resisting the motion’s allegations.<sup>11</sup> Instead, this burden requires the nonmoving party to “produce evidence on any issue for which [the nonmoving] party bears the burden of production at trial.”<sup>12</sup> The nonmoving party must present documentary evidence of specific facts showing that there is a genuine issue for trial.<sup>13</sup> It may not rely on the pleadings or unsupported allegations.<sup>14</sup>

Under Civ.R. 56(C), the only evidence that may be considered when ruling on a motion for summary judgment is “pleadings, depositions, answers to interrogatories, written admissions, affidavits, transcripts of evidence, and written stipulations of fact, if any, timely filed in the action.”<sup>15</sup> The trial court maintains the sound discretion to admit or exclude relevant evidence.<sup>16</sup> When a document falls outside the enumerated

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<sup>8</sup> *Mitseff v. Wheeler*, 38 Ohio St.3d 112, 526 N.E.2d 798 (1988), syllabus.

<sup>9</sup> *Id.* See *HSBC Mtge. Serve. v. Williams*, 12th Dist. Butler No. CA2013-09-174, 2014-Ohio-3778, ¶ 8 (holding same).

<sup>10</sup> *Dresher v. Burt*, 75 Ohio St.3d 280, 293, 662 N.E.2d 264 (1996).

<sup>11</sup> *Wells Fargo*, 2013-Ohio-855 at ¶ 25.

<sup>12</sup> (Citation omitted.) *Wing v. Anchor Media Ltd. Of Texas*, 59 Ohio St.3d 108, 570 N.E.2d 1095 (1991), paragraph three of the syllabus; See *Welco Indus., Inc.*, 67 Ohio St.3d at 346 (holding same).

<sup>13</sup> *Williams*, 2014-Ohio-3778 at ¶ 8. See *Celotex Corp. v. Catrett*, 477 U.S. 317, 324, 106 S.Ct. 2548, 91 L.Ed.2d 265 (1986).

<sup>14</sup> *Id.*

<sup>15</sup> See *Wells Fargo*, 2013-Ohio-855 at ¶ 15, citing *State ex rel. Varnau v. Wenninger*, 12th Dist. Brown No. CA2009-02-2010, 2011-Ohio-3904, ¶ 7 (“Civ.R. 56(C) provides an exclusive list of materials that a trial court may consider when deciding a motion for summary judgment.”).

<sup>16</sup> *Green Tree Servicing, L.L.C. v. Roberts*, 12th Dist. Butler No. CA2013-03-039, 2013-Ohio-5362, ¶ 18, quoting *U.S. Bank v. Bryant*, 12th Dist. Butler No. CA2012-12-266, 2013-Ohio-3993, ¶ 10.

categories in Civ.R. 56(C), the correct method to introduce the document is to incorporate it by reference into a properly framed affidavit.<sup>17</sup>

Opposing and supporting affidavits must be based on personal knowledge, must set forth facts as would be admissible into evidence, and must affirmatively show that the affiant is competent to testify on the matters in the affidavit.<sup>18</sup> "Personal knowledge" is defined as "[k]nowledge of the truth in regard to a particular fact or allegation, which is original and does not depend on information or hearsay."<sup>19</sup> "Absent evidence to the contrary, an affiant's statement that his affidavit is based on personal knowledge will suffice to meet the requirements of Civ.R. 56(E)."<sup>20</sup> Furthermore, if the affiant does not specifically state that he or she has personal knowledge, "personal knowledge may be inferred from the contents of the affidavit."<sup>21</sup>

By contrast, if certain statements in the affidavit "suggest that it is unlikely that the affiant had personal knowledge" of the facts, then "something more than a conclusory averment that the affiant has personal knowledge would be required."<sup>22</sup> Likewise, affidavits that merely set forth legal conclusions or opinions without stating supporting facts are insufficient to satisfy Civ.R. 56(E).<sup>23</sup>

Civ.R. 56(E) provides that "[s]worn or certified copies of all papers or parts thereof referred to in an affidavit shall be attached thereto or served therewith." Thus,

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<sup>17</sup> *Martin v. Central Ohio Transit Auth.*, 70 Ohio App.3d 83, 89, 590 N.E.2d 411 (10th Dist.1990); *Biskupich v. Westbay Manor Nursing Home*, 33 Ohio App.3d 220, 222, 515 N.E.2d 632 (8th Dist.1986).

<sup>18</sup> Civ.R. 56(E); *Wells Fargo v. Smith*, Blue Sky L. Rep. P 75.026, 2013-Ohio-855, ¶ 16 (12th Dist.).

<sup>19</sup> *Wells Fargo*, 2013-Ohio-855 at ¶ 16.

<sup>20</sup> *Id.*, citing *Churchill v. G.M.C.*, 12th Dist. No. CA2002-10-263, 2003-Ohio-4001, ¶ 11.

<sup>21</sup> *Id.*

<sup>22</sup> *Id.*, quoting *Bank One, N.A. v. Swartz*, 9th Dist. No. 03CA008308, 2004-Ohio-1986, ¶ 14.

<sup>23</sup> *Stamper v. Middletown Hosp. Assn.*, 65 Ohio App.3d 65, 69, 582 N.E.2d 1040 (12th Dist.1989).

documents referenced in the affidavit "must be attached to the affidavit."<sup>24</sup> If the affiant "relies" on documents in the affidavit but fails to attach those documents, "the portions of the affidavit that reference those document[s] must be stricken."<sup>25</sup>

Because summary judgment is a procedural device designed to terminate litigation where there is nothing to try, it must be awarded with caution, and doubts must be resolved in favor of the nonmoving party.<sup>26</sup> Summary judgment is inappropriate when the facts are subject to reasonable dispute when viewed in a light favorable to the nonmoving party.<sup>27</sup>

However, even when summary judgment may not be granted in whole, the court must identify which facts are uncontroverted and deemed established for trial, when practicable. Civ.R. 56(D) provides:

"If on motion under this rule summary judgment is not rendered upon the whole case or for all the relief asked and a trial is necessary, the court in deciding the motion, shall examine the evidence or stipulation properly before it, and shall if practicable, ascertain what material facts exist without controversy and what material facts are actually and in good faith controverted. The court shall thereupon make an order on its journal specifying the facts that are without controversy, including the extent to which the amount of damages or other relief is not in controversy, and directing such further proceedings in the action as are just. Upon the trial of the action the facts so specified shall be deemed established, and the trial shall be conducted accordingly."<sup>28</sup>

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<sup>24</sup> *Wells Fargo*, 2013-Ohio-855 at ¶ 17, citing Civ.R. 56(E).

<sup>25</sup> *Id.* at ¶ 16, citing *Third Federal S. & L. Assn. of Cleveland v. Farno*, 12th Dist. No. CA2012-04-028, 2012-Ohio-5245, ¶ 10. See *State ex rel. Varnau v. Wenninger*, 12th Dist. Brown No. CA2009-02-010, 2011-Ohio-3904 (striking portions of affidavit where documents were reviewed and relied upon in drafting affidavit but not attached to the affidavit or served with it).

<sup>26</sup> *Loopco Indus., Inc.*, 66 Ohio St.3d at 66, 609 N.E.2d at 145.

<sup>27</sup> *Mers v. Dispatch Printing Co.*, 19 Ohio St.3d 100, 105-06, 483 N.E.2d 150 (1985).

<sup>28</sup> Civ.R. 56(D).

## FINDINGS OF FACT

The court incorporates the findings of fact it made in its May 11, 2017 decision. Viewing the evidence in a light most favorable to the defendants, the court finds that the plaintiff, Semple International Inc., was a licensed real estate broker at the time its cause of action for breach of contract accrued against the defendants, which was in February 2016.<sup>29</sup>

The court further finds, when viewing the evidence in a light most favorable to the defendants, that the plaintiff Semple International, Inc. has been a licensed real estate broker since July 29, 2015, which is prior to entering into the "Exclusive Right To Sell Agreement" (the "Broker Agreement") with the defendants on July 31, 2015, and also prior to the defendants entering into "The Contract To Purchase At Public Auction" ("Purchase Contract") with a prospective buyer, which occurred on December 14, 2015.<sup>30</sup> Furthermore, Brent Semple has been a licensed real estate broker since May 21, 1975.<sup>31</sup> Therefore, he too was licensed as a real estate broker when the plaintiff's cause of action accrued and when the defendants entered into both the Broker Agreement and the Purchase Contract.<sup>32</sup>

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<sup>29</sup> D. Barger Aff., ¶ 4.

<sup>30</sup> D. Barger Aff., ¶ 4.

<sup>31</sup> D. Barger Aff., ¶ 6.

<sup>32</sup> D. Barger Aff., ¶ 6.



## LEGAL ANALYSIS

The court incorporates the full discussion of contract law as set forth in its May 11, 2017 decision on summary judgment. As discussed in that same decision, R.C. 4735.21 places an additional element of proof upon real estate brokers seeking to enforce their rights to a commission, such as the plaintiff in the present case. R.C. 4735.21 provides:

“No right of action shall accrue to any person, partnership, association, or corporation for the collection of compensation for the performance of the acts mentioned in section 4735.01 of the Revised Code, without alleging and proving that such person, partnership, association, or corporation was licensed as a real estate broker or foreign real estate dealer. \* \* \*<sup>33</sup>”

In light of R.C. 4735.21, “Ohio courts have long held that a real estate broker must allege and prove the existence of a valid real estate broker’s license as an essential element of any action to recover a real estate commission from a client.”<sup>34</sup> Moreover, “Ohio courts have a long history of strictly interpreting this statute.”<sup>35</sup>

Therefore, R.C. 4735.21 “mandate[s] that a party seeking to recover a real estate commission allege and prove, in addition to the basic elements of the underlying claim,

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<sup>33</sup> (Emphasis added.) R.C. 4735.21.

<sup>34</sup> *Wilkinson v. Escaja*, 7th Dist. Mahoning No. 99-C.A.-310, 2001 WL 315193, \*2 (Mar. 30, 2001), citing *Stanson v. McDonald*, 147 Ohio St. 191, 70 N.E.2d 359 (1946), paragraph one of the syllabus. See *Smith*, 1996 WL 665005 at \*5 (explaining that R.C. 4735.21 “requires an allegation and evidence proving that the plaintiff was a licensed real estate broker when the cause of action arose.”); *Group One Realty v. Minnich*, 10th Dist. Franklin No. 96APG11-1563, 1997 WL 284688, \*3 (May 29, 1997), citing *Loss Realty Group v. Verbon*, 6th Dist. Lucas No. L-96-024, 1996 WL 715428 (Dec. 6, 1996) (“Rather, R.C. 4735.21 adds an essential element, namely proof of licensure as a real estate broker, to a claim to collect a real estate commission.”).

<sup>35</sup> *Remax v. Mater Realty v. Divito*, 7th Dist. Mahoning No. 99 CA 20, 2000 WL 748125, \*2 (June 1, 2000), citing *Stanson*, 147 Ohio St. at paragraph one of the syllabus. See *Smith*, 1996 WL 665005 at \*4 (“Ohio courts have strictly interpreted this statute [R.C. 4735.21], holding that only a licensed real estate broker can maintain an action for its commissions.”).

that it was a licensed real estate broker at the time the cause of action arose.<sup>36</sup> Because R.C. 4735.21 sets forth “an essential element of proof necessary to maintain a right of action for a broker’s real estate commission,” it was not a defense that the defendants could waive by failing to address it in their response to the plaintiff’s first motion for summary judgment.<sup>37</sup> Indeed, a “party defending a claim is not required to point out to the trial court that there has been a failure of proof” by the plaintiff.<sup>38</sup>

In the plaintiff’s renewed motion for summary judgment, the plaintiff argues that it is entitled to summary judgment on this final issue of licensure. In support, it submitted affidavit testimony that the plaintiff Semple International, Inc. has been a licensed real estate broker since July 29, 2015, and Brent Semple has been a licensed real estate broker since May 21, 1975.<sup>39</sup> The defendants have failed to submit any evidence that would create a genuine issue of material fact as to whether the plaintiff was licensed when its cause of action accrued. Based on the plaintiffs’ uncontroverted evidence, the court finds that the plaintiff was licensed as a real estate broker when the defendants entered into the Broker Agreement and the Purchase Contract, as well as when the defendants failed to fulfill their contract obligations by failing to pay the plaintiff in February 2016.

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<sup>36</sup> (Emphasis added.) *Remax Master Realty*, 2000 WL 748125 at \*2, citing *Group One Realty*, 1997 WL 284688. See *Smith*, 1996 WL 665005 at \*4 (“The real estate broker must have been duly licensed at the time when the cause of action arose.”); *Loss Realty Group*, 1996 WL 715428 at \*5 (“There must be some evidence in the record, however, that the plaintiff-broker is licensed during the period in which the compensation was allegedly earned.”).

<sup>37</sup> *Smith*, 1996 WL 665005 at \*5. See *Loss Realty Group*, 1996 WL 715428 at \*4 citing *Smith*, 1996 WL 665005 at \*2 (“Moreover, in an action to collect a commission by a real estate broker or salesman, proof that the broker or salesman is license is not a defense. Rather it is an essential element of the plaintiff’s case and, unless proved, is a complete bar to the actions.”).

<sup>38</sup> *Smith*, 1996 WL 665005 at \*5.

<sup>39</sup> D. Barger Aff., ¶¶ 4,6.

When viewing this evidence in a light most favorable to the defendants, reasonable minds can reach but one conclusion, and that is that the plaintiff was a licensed real estate broker at the time its cause of action against the defendants accrued. Having satisfied all of the necessary elements for its breach of contract action, the court finds that the defendants are liable to the plaintiff in the amount of \$16,047.13, plus interest.

The court will briefly address the arguments set forth in the defendants' "objections" to the plaintiff's summary judgment motion and explain why it cannot consider them. The three issues that the defendants raise do not speak to the issue of licensure. From what the court can discern from the defendants' memorandum, all three arguments deal with issues that the court decided in its summary judgment decision from May 2017. Using three different arguments, the defendants attack the first element of the plaintiff's breach of contract claim, whether a valid contract existed.<sup>40</sup>

The court has already found that a valid contract existed between the parties.<sup>41</sup> Because this issue has been decided, the defendants' arguments on contractual validity are untimely and will not be reconsidered. The only issue relevant to the plaintiff's renewed motion for summary judgment is whether the plaintiff was licensed as a real estate broker at the time the breach of contract accrued. The defendants apparently elected not to address that issue or present evidence in opposition to the plaintiff's renewed motion.

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<sup>40</sup> *Lamar Advantage GP Co. v. Patel*, 12th Dist. Warren No. CA2011-10-105, 2012-Ohio-3319, ¶ 25, citing *S & G Invests., L.L.C. v. United Cos. L.L.C.*, 12th Dist. No. CA2010-03-017, 2010-Ohio-3691, ¶ 12.

<sup>41</sup> Summ. J. Decision, 5/11/2017, pg. 13.

The court notes, however, that the defendants' first argument has already been dealt with in the court's prior summary judgment decision. The defendants first argue that the defendant Vickie Eccard should not be held liable because she was not a signatory to the Broker Agreement. When the court found that a valid contract existed between the parties, the court explained: "The defendants admit that they entered into this Broker Agreement with the plaintiff to sell multiple properties."<sup>42</sup> The court cited to the affidavits from both defendants, which they submitted for the court's consideration for summary judgment. Relevant here, in Vicki Eccard's affidavit she clearly admitted that "[o]n or about July 31, 2015, I did enter into an 'exclusive right to sell agreement [sic] wherein Semple agreed to market and sell various properties."<sup>43</sup> Because the defendants submitted affidavit evidence that showed they both entered into the Broker Agreement, there was no genuine issue of material fact as to whether Vicki Eccard entered into the Broker Agreement.

Although very difficult to follow, in the defendants' second argument, they maintain that the Broker Agreement is null and void because there were typed initials "WEE" next to Paragraph Six in the Broker Agreement presented at the summary judgment hearing on January 27, 2017, but now all the copies of the Broker Agreement fail to show the initials. The paragraph in question reads as follows:

"6. Broker fee. \* \* \* If the price obtained by the Broker at the auction equals or exceeds the reserve amount, but for whatever reason due to the fault of the Seller the closing does not occur, the Seller agrees to reimburse the Broker for all costs of advertising and expenses, plus the commission of ten percent (10%) of the contract price."<sup>44</sup>

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<sup>42</sup> Summ. J. Decision, 5/11/2017, pg. 13.

<sup>43</sup> V. Eccard Aff., ¶ 2.

<sup>44</sup> Ex. 1 to B. Semple Aff., ¶ 6.

The court has difficulty parsing this argument, but for the sake of clarification, the Broker Agreement that the court considered in its May 2017 summary judgment decision was the Broker Agreement the plaintiff submitted as Exhibit 1 to Brent Semple's affidavit. That document did not contain the initials WEE at Paragraph Six. The defendants also submitted a copy of the same Broker Agreement, also without any initials, when they attached the plaintiff's motion for summary judgment and all the plaintiff's exhibits to their response in opposition to the plaintiff's summary judgment motion.<sup>45</sup> The court did not consider as evidence any new exhibit introduced at the hearing on summary judgment on January 27, 2017. In the court's October 11, 2016 briefing/hearing schedule regarding the original motion for summary judgment, the court put in place a deadline of November 14, 2016 for the defendants to submit evidence in opposition to the plaintiff's motion for summary judgment. They did not submit a version of the Broker Agreement with the initials WEE next to Paragraph Six prior to that date.

The defendants' third argument is likewise very difficult to follow. They argue that the plaintiff did not follow the Ohio Board of Realtors and Auctioneers' code of ethics and regulations. The defendants appear to imply that this makes the Broker Agreement invalid. As with the two prior issues the defendants now raise, whether a valid contract existed is an issue that the court conclusively decided in its May 2017 summary judgment decision. As such, the court will not consider the merits of the defendants' new arguments regarding the validity of the Broker Agreement.

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<sup>45</sup> See Defs. Mem. in Opp'n., 9/23/2017.

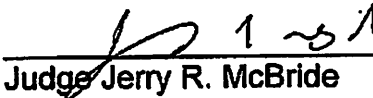
**CONCLUSION**

For the aforementioned reasons, the court finds the plaintiff's motion for renewed summary judgment is well-taken and hereby grants it.

Judgment is granted in favor of the Plaintiff Semple International, Inc. and against the defendants Wayne E. Eccard and Vickie L. Eccard in the amount of \$16,047.13 plus interest at the statutory rate from February 1, 2016. The costs of this action shall be paid by the defendants.

**IT IS SO ORDERED.**

DATED: 8-23-17

  
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Judge Jerry R. McBride