

U.S. COURT  
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Jim Spinner, Esquire  
**SERVICE, GASSER & KERL**  
2043 East Center - P.O. Box 6009  
Pocatello, Idaho 83205-6009  
Telephone: (208) 232-4471  
FAX: (208) 232-1808  
Idaho State Bar No. 3417

Attorneys for Custom Heating Company

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF IDAHO

In the Matter of: )  
 ) Case No. 99-40408  
KIM M. ANDREASEN and VALORIE KAY )  
ANDREASON, d/b/a MAXI'S, ) **STIPULATED MOTION FOR**  
 ) **APPROVAL OF COMPROMISE**  
 ) **WITHOUT NOTICE OR HEARING**  
DebtorS. )  
\_\_\_\_\_ )

**COMES NOW** the Trustee, L.D. Fitzgerald, by and through his attorneys of record, and Custom Heating Company, by and through its counsel, and hereby jointly move the Court for an Order approving the compromise on a preference claim as set forth below, for the cash sum of \$500.00, said sum tendered by the Custom Heating Company and received by the Trustee herein, upon the grounds and for the reasons that the same is in the best interest of the expeditious administration of the bankruptcy estate and will maximize the return to creditors of the estate in a timely manner.

The issues and settlement proposed by the parties is as follows:

The Trustee instituted an adversary proceeding, as Adversary No. 00-6115, against Custom Heating Company, and others, to recover alleged preferences made to the creditors by the Debtors. The allegations against Custom Heating Company were that the sum of \$2,535.32

was a preference to said Creditor by the Debtors. Custom Heating Company disputes the Trustee's claim of avoidance, indicating that the amounts due were for work done on an apartment building and that payment on the work was received upon closing of a sale of the apartment, at which time said creditor had labor and materialmen's lien rights as to the property, if the payment was not received at the time of sale, and the statutory period for filing the claim of lien had not yet expired.

Based on such, the parties have agreed that it would be in their mutual best interests to resolve the issues between them and have agreed to settle the matter for \$500.00 cash paid by Custom Heating Company to the Trustee, subject to Court approval.

The parties further move the Court to waive notice to the parties in interest of the proposed compromise, and hearing on this motion, on the grounds that the amounts in question are small, that the settlement is fair and reasonable, and that no substantial purpose could be served by the time and expense involved in giving such notice and holding such hearing.

**SO MOVED AND STIPULATED.**

**DATED** this 7 day of November, 2000.

CUSTOM HEATING COMPANY

By: Curtis Hardy  
Curtis Hardy

APPROVED:

Jim Spinner  
Jim Spinner, Esq.  
Attorney for Custom Heating Company

**DATED** this 15 day of November, 2000.

RACINE, OLSON, NYE, BUDGE &  
BAILEY, CHARTERED  
Attorneys for L.D. Fitzgerald, Trustee

By: Daniel C. Green  
Daniel C. Green

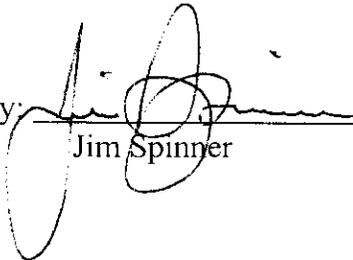
By: Lane V. Erickson  
Lane V. Erickson

**CERTIFICATE OF SERVICE**

**I HEREBY CERTIFY** on the 17 day of November, 2000, I served a true and correct copy of the foregoing document as follows:

U.S. Trustee  
P.O. Box 110  
Boise, ID 83701-0110

- U.S. Mail, postage prepaid
- Hand Delivery
- Overnight Mail
- Facsimile

By:  \_\_\_\_\_  
Jim Spinner