

*This opinion is nonprecedential except as provided by
Minn. R. Civ. App. P. 136.01, subd. 1(c).*

**STATE OF MINNESOTA
IN COURT OF APPEALS
A21-0246**

Aspen Builders and Remodelers, Inc.,
Respondent,

vs.

Shauna Raisch, et al.,
Appellants.

**Filed January 18, 2022
Affirmed
Cochran, Judge**

Hennepin County District Court
File No. 27-CV-19-4208

Michael C. Mahoney, Mahoney Lefky LLC, Wayzata, Minnesota (for respondent)

Jordan W. Anderson, Boris Parker, Parker & Wenner, P.A., Minneapolis, Minnesota (for appellants)

Considered and decided by Connolly, Presiding Judge; Cochran, Judge; and Halbrooks, Judge.*

NONPRECEDENTIAL OPINION

COCHRAN, Judge

This appeal follows a court trial involving a construction dispute. Appellants argue that the district court erred by (1) ruling in favor of respondent contractor on its breach-of-

* Retired judge of the Minnesota Court of Appeals, serving by appointment pursuant to Minn. Const. art. VI, § 10.

contract claim, (2) finding appellant salon-owner personally liable on respondent's breach-of-contract claim, and (3) denying appellant salon's counterclaim for overpayment. By notice of related appeal, respondent argues that it is entitled to recover finance charges under its claim for an account stated. We affirm.

FACTS

This case arises from construction and remodeling work that respondent Aspen Builders and Remodelers Inc. performed for appellants Twiggs SalonSpa Inc. and its owner, Shauna Raisch. Aspen sued appellants in 2019, alleging breach of contract, related claims in equity, account stated, and fraud. Appellants asserted multiple counterclaims, including breach of contract for allegedly overpaying Aspen for its work. Following a four-day court trial, the district court ruled in favor of Aspen on its breach-of-contract claim, concluding that appellants were jointly and severally liable to Aspen for \$58,584.61. The district court denied recovery on Aspen's remaining claims and dismissed appellants' counterclaims. The following summarizes the district court's written findings of fact and conclusions of law and the evidence received at trial.

In March 2014, Twiggs entered into a lease for a new space for its salon. The lease provided for a "tenant's improvement allowance," pursuant to which the landlord agreed to reimburse Twiggs or a contractor in the amount of \$192,000 for work performed to improve the rental space. Under that provision, Twiggs agreed that it would pay for any work costs that exceeded the tenant's improvement allowance. The provision also required Twiggs to submit a "sworn construction" statement prior to receiving any funds from the allowance.

Raisch negotiated with Aspen to construct and remodel the Twiggs space. Aspen's CEO Jorj Ayaz prepared plans for the layout and work on the space. The plans contemplated using "existing fixtures" due to the "firm" budget of approximately \$192,000. In late March 2014, Raisch and Ayaz signed a contract. The March 2014 contract contained multiple lines listing categories of work to be performed and proposed costs for each category. The line items added up to a "[t]otal construction cost" of \$192,000.

In May 2014, Aspen prepared a sworn construction statement and Ayaz emailed the statement to Twiggs's landlord. Ayaz attached to the sworn construction statement "a full and complete list and breakdown of the cost of all items of materials, labor or services" associated with the salon project. The sworn construction statement also provided that Aspen would not complete any work beyond the items on the attached list "except pursuant to a Change Order approved by Lender."

According to Ayaz, Aspen began working on the salon space in the spring of 2014. By October or November 2014, Aspen had substantially completed all of its work on the space, with some items remaining unfinished. Twiggs opened the salon on October 31, 2014. The landlord ultimately paid Aspen \$192,000 in accordance with the tenant's improvement allowance.

The central dispute at trial was to what extent the parties had agreed that appellants would pay Aspen to perform additional work on the salon space beyond the scope of the March 2014 contract. Ayaz testified that, while the project was ongoing, Raisch began requesting that Aspen perform additional work that did not fall within the terms of the

March 2014 contract. He testified that Raisch communicated those requests to him via text messages and verbal conversations. Ayaz testified that Aspen completed the additional requested work and sent invoices to appellants reflecting that work and the amounts owed. The district court admitted into evidence a number of invoices and summary billing statements that Ayaz sent to appellants between October 2014 and July 2015. The district court also received exhibits showing that Twiggs paid Aspen and Ayaz a total of \$40,000. At trial, Ayaz testified that, after taking into account Twiggs's \$40,000 in payments, Raisch and Twiggs still owed Aspen a substantial sum of money for the additional work that he performed. Ayaz testified that appellants paid some of the invoices but not others.

Raisch, in contrast, testified that the parties agreed only on one item of additional work beyond the scope of the March 2014 contract. Raisch stated that she agreed to pay Aspen \$11,700 for custom-built pedicure stations. She testified that she and Ayaz did not agree to make any other changes to the original plans for the salon. She stated that she believed that most of the \$40,000 that Twiggs paid to Aspen was a loan intended to help Aspen pay off its subcontractors and that she believed Ayaz would keep \$11,700 and return the rest of the money to her.

Exhibits admitted at trial also showed that Aspen began adding finance charges in January 2015 to amounts that appellants had not yet paid. Ayaz emailed a summary statement to Raisch in January 2015 which included a \$565.76 finance charge. In the accompanying email, Ayaz stated that he was "financing [the balance] at 12%." In late July 2015, Ayaz emailed Raisch a spreadsheet summarizing all of the paid and unpaid invoices. The spreadsheet included the earlier finance charge of \$565.76 and an additional

finance charge of \$2,869.53. Raisch testified at trial that she did not agree to pay any finance charges.

Following trial, the district court issued its findings of fact, conclusions of law, and order for judgment. The district court ruled in favor of Aspen on its breach-of-contract claim, concluding that Raisch and Twiggs are jointly and severally liable to Aspen. The district court concluded that “the preponderance of the evidence establishes that the parties entered into a contract or series of contracts to perform additional work beyond the scope of the [o]riginal [c]ontract; that Aspen performed the work; and that Twiggs breached the contract(s) by failing to pay Aspen.” The district court further found that the total amount left unpaid on the invoices for the work outside the scope of the March 2014 contract was \$58,584.61, excluding finance charges. The district court also rejected appellants’ argument that written change orders were required for appellants to be held liable for work performed beyond the scope of the March 2014 contract. Consequently, on Aspen’s breach-of-contract claim, the district court concluded that appellants are jointly and severally liable to Aspen for \$58,584.61 for the additional work.

Relevant to this appeal, the district court also rejected Aspen’s claim that it is entitled to recover finance charges included on the invoices. The court concluded that Aspen could not recover its finance charges under a breach-of-contract theory because the parties did not agree to the imposition of any finance charges. The court also rejected Aspen’s claim that it is entitled to recover finance charges (or any other charges) as part of an account-stated claim.

Raisch and Twiggs now appeal. By way of notice of related appeal, Aspen challenges the district court's dismissal of its claim for an account stated, contending that it is entitled to recover finance charges under that claim.

DECISION

Following a court trial, we review a district court's findings of fact for clear error and its legal conclusions de novo. *Zephier v. Agate*, 957 N.W.2d 866, 875 (Minn. 2021). In determining whether a finding of fact is clearly erroneous, we view the evidence in the light most favorable to the verdict and examine the record to see if there is reasonable evidence to support the district court's findings. *In re Commitment of Kenney*, 963 N.W.2d 214, 221 (Minn. 2021). To conclude that findings of fact are clearly erroneous, we must be "left with a definite and firm conviction that a mistake has been committed." *Id.* (quotation omitted).

Appellants argue that the district court erred by ruling in favor of Aspen on its breach-of-contract claim. They also challenge the district court's decision to hold Raisch personally liable on Aspen's breach-of-contract claim. And they contend that the district court erred by denying their breach-of-contract counterclaim in which they alleged that Twiggs overpaid Aspen for its work. Aspen, in turn, argues that the district court erred by denying its claim for an account stated and concluding that Aspen is not entitled to recover finance charges from appellants. We address each of those arguments in turn.

I. The district court did not err by ruling in favor of Aspen on its breach-of-contract claim.

Appellants challenge several aspects of the district court's decision on Aspen's breach-of-contract claim. For the reasons set forth below, we conclude that the district court did not err by concluding that appellants are liable to Aspen for breach of contract.

A. The district court did not clearly err by finding that the sworn construction statement did not modify the March 2014 contract.

Appellants argue that the district court erred when it made findings and drew legal conclusions that the sworn construction statement did not amend the March 2014 contract. Specifically, appellants argue that the sworn construction statement modified the March 2014 contract, adding an "essential term" to the contract that Aspen would not approve additional costs or work without a written change order approved by the landlord. Because no formal change orders were prepared or approved, appellants argue that the parties were precluded from entering into any contracts beyond the scope of the March 2014 contract.

Whether a contract has been modified is a question of fact. *Brodsky v. Brodsky*, 639 N.W.2d 386, 392 (Minn. App. 2002), *rev. denied* (Minn. Apr. 23, 2002). Contract modification generally requires an offer, acceptance, and consideration. *Peters v. Mut. Benefit Life Ins. Co.*, 420 N.W.2d 908, 913 (Minn. App. 1988). "Whether a pre-existing agreement has been modified depends on the parties' objective manifestations, not their subjective understanding." *Brodsky*, 639 N.W.2d at 392 (quotation omitted). Here, the district court determined that the sworn construction statement was not part of the March 2014 contract because it was prepared two months after that contract, Ayaz

presented it to the landlord solely for the purpose of ensuring that Aspen was eligible to receive the tenant's improvement allowance, and the statement had none of the indicia of a contract amendment—offer, acceptance, and consideration. The district court also found that the sworn construction statement did not form a contract between Aspen and the landlord under which Twiggs or Raisch were third-party beneficiaries.

The district court's findings are reasonably supported by the record. Foremost, the evidence supports the district court's finding that there was no offer and acceptance between the parties to modify the March 2014 contract with the sworn construction statement. Ayaz testified that he sent the sworn construction statement to the landlord because he was required to do so to receive the first installment of the tenant's improvement allowance. The March 2014 contract also makes no mention of a sworn construction statement, and nothing in the text of the statement itself provides that it is intended to modify any contract or make any express promises to Twiggs or Raisch. Moreover, the statement was signed only by Ayaz and not by Raisch or any other representative of Twiggs. This evidence of the parties' objective manifestations reasonably supports the district court's finding that the parties did not intend for the sworn construction statement to modify the March 2014 contract.

Appellants argue that the sworn construction statement *does* have the indicia of a contract modification. First, they assert that the parties' conduct demonstrates that there was an offer and acceptance to modify the March 2014 contract. Specifically, they contend that when Ayaz emailed the sworn construction statement to the landlord on May 28, 2014, he also emailed the statement to Twiggs. Appellants argue that, by sending the statement

to Twiggs, Ayaz made an offer to Twiggs that Aspen's work on the salon would not exceed \$192,000 without a signed change order. And appellants contend that Twiggs accepted Ayaz's offer by taking the \$192,000 tenant's improvement allowance from the landlord. Second, appellants argue that consideration was not required to modify the March 2014 contract because the contract was still "executory" on May 28, 2014, because Aspen had not yet started to work on the salon under the March 2014 contract. We are not persuaded.

At trial, the parties presented conflicting evidence regarding whether Ayaz emailed the sworn construction statement to Raisch on May 28, 2014. Raisch testified that Ayaz did send her the sworn construction statement, while Ayaz testified that he did not recall sending Raisch the statement. Aspen also submitted an affidavit from an expert witness in which the expert "concluded to a scientific and technologic certainty that Mr. Ayaz did not send, copy, or blind copy the May 28, 2014 email to Raisch." The district court ultimately did not make a finding on whether Raisch received the sworn construction statement from Ayaz. "In an appeal from a bench trial, we do not reconcile conflicting evidence." *Porch v. Gen. Motors Acceptance Corp.*, 642 N.W.2d 473, 477 (Minn. App. 2002), *rev. denied* (Minn. Jun. 26, 2002). Because the evidence received at trial reasonably supports the district court's determination that there was no offer and acceptance between Aspen and Twiggs or Raisch to modify the March 2014 contract with the sworn construction statement, we conclude that the district court did not clearly err by finding that the sworn construction statement did not have the indicia of a contract modification. We therefore need not reach appellants' argument concerning the presence of consideration.

In sum, the district court did not clearly err by finding that the sworn construction statement did not modify the March 2014 contract. We accordingly affirm the district court's conclusion that the absence of written change orders did not preclude the parties from entering into contracts to perform and pay for work beyond the scope of the March 2014 contract.

B. The evidence is sufficient to support the district court's findings that appellants contracted with Aspen to perform additional work and are liable to Aspen for unpaid amounts listed on the invoices.

Appellants also argue that the district court erred in concluding that the parties entered into a series of contracts to perform additional work beyond the March 2014 contract and that appellants are liable to Aspen for breach of contract in the amount of \$58,584.61. We disagree. For the reasons stated below, we conclude that the evidence is sufficient to support the district court's finding that the parties agreed to perform and pay for work beyond the scope of the March 2014 contract. And we further conclude that the evidence is sufficient to support the district court's finding that appellants are liable to Aspen for the amount the district court identified.

"The formation of a contract requires communication of a specific and definite offer, acceptance, and consideration." *Com. Assocs., Inc. v. Work Connection, Inc.*, 712 N.W.2d 772, 782 (Minn. App. 2006). The parties to a contract must have a "meeting of the minds concerning a contract's essential elements." *SCI Minn. Funeral Servs., Inc. v. Washburn-McReavy Funeral Corp.*, 795 N.W.2d 855, 864 (Minn. 2011) (quotation omitted). "Whether a contract is formed is judged by the objective conduct of the parties and not their subjective intent." *Com. Assocs.*, 712 N.W.2d at 782. When the parties

dispute the existence and terms of a contract, these issues become questions for the fact-finder. *Morrisette v. Harrison Int'l Corp.*, 486 N.W.2d 424, 427 (Minn. 1992).

The following evidence was presented at trial. Ayaz testified that he substantially finished the work called for under the March 2014 contract by mid-November 2014. He also testified that he informed Raisch that they were over budget on the March 2014 contract. He stated that, while the project was ongoing, Raisch asked him to perform a “series” of additional work items. He further stated that Raisch communicated those requests to him via text messages and verbal conversations. He testified that Aspen agreed to complete the work that Raisch requested in return for prompt payment and sent Twiggs and Raisch a number of invoices and summary statements reflecting that work.

We conclude that this evidence supports the district court’s determination that the parties entered into a series of agreements beyond the March 2014 contract. The evidence reasonably supports the conclusion that the parties reached agreements for additional work on the salon, and it demonstrates they engaged in a course of conduct consistent with such agreements. Moreover, the district court found Ayaz’s testimony about the parties’ communications and agreements to be credible. We defer to a district court’s credibility determinations. *Pechovnik v. Pechovnik*, 765 N.W.2d 94, 99 (Minn. App. 2009).

Appellants contend that the district court failed to make specific findings regarding the additional contracts between the parties. They contend that the lack of specific findings “means that those contracts were in fact not proven.” But based on the record evidence of the parties’ conduct in this case, and under our deferential standard of review, we affirm

the district court's finding that the parties entered into a series of contracts beyond the March 2014 contract.

We further conclude that the evidence supports the district court's finding that appellants are liable to Aspen for the amount of \$58,584.61. Ayaz testified about invoices that he sent to Raisch in October and November of 2014, a summary billing statement that he sent in January 2015, and a spreadsheet that he sent in July 2015. Those documents were admitted as exhibits at trial. Ayaz testified that everything for which Aspen is seeking compensation is listed on the invoices. The unpaid amounts listed on the invoices, after accounting for the \$40,000 payment from Twiggs to Aspen, total approximately \$58,000. The evidence is therefore sufficient to support the district court's conclusion that appellants are liable to Aspen in the amount of \$58,584.61.

Appellants contend that the district court's damages determination is erroneous because the district court impermissibly treated the March 2014 contract as a "lump-sum" contract while also concluding that appellants owed Aspen money on additional "unit-bid" contracts. "Under a lump-sum agreement, the contractor agrees to complete the work for a set price, regardless of the actual costs incurred in completing the construction." *U.S. v. Johnson*, 937 F.2d 392, 394 n.2 (8th Cir. 1991). Conversely, "[a] unit-bid contract is one wherein the contractor submits a price per unit (the cement work, for example, may be a unit) for each of the various categories." *Johnson, Drake & Piper, Inc. v. United States*, 483 F.2d 682, 684 (8th Cir. 1973). Appellants argue that the March 2014 contract was a lump-sum contract, under which the parties agreed that the total contract price would amount to no more than \$192,000. Appellants therefore appear to argue that any expenses

beyond the agreed-upon \$192,000 would either need to be incurred by Aspen alone or the parties would have needed to submit change orders to amend the March 2014 contract. We are not persuaded.

The district court found that the parties entered into a series of separate, additional contracts for work beyond the scope of the March 2014 contract. Even assuming that the March 2014 contract was a lump-sum contract as appellants contend, appellants cite no case law holding that parties to a lump-sum contract are precluded from entering separate and additional unit-bid contracts reflecting agreements *beyond the scope* of the lump sum contract.

Accordingly, we conclude that the evidence admitted at trial is sufficient to support both the district court's finding of additional contracts to perform work beyond the scope of the March 2014 contract and its finding that appellants are liable to Aspen for unpaid amounts totaling \$58,584.61. We note that this amount does not include the finance charges for which Aspen is seeking compensation, which we address in detail in part IV. The district court did not err by ruling in favor of Aspen on its breach-of-contract claim.

II. The district court did not err by concluding that Raisch is personally liable on Aspen's breach-of-contract claim.

Appellants next argue that the district court erred by holding Raisch personally liable to Aspen on its breach-of-contract claim. Again, we disagree.

The evidence admitted at trial reasonably supports the district court's finding that the parties intended both Twiggs and Raisch to be parties to the contracts to perform work beyond the scope of the March 2014 contract. Certain characteristics of the March 2014

contract itself support such a conclusion. First, the address line of the March 2014 contract identifies both “Shauna Raisch” and “Twiggs Salon” as parties to the contract. Second, the signature line on the March 2014 contract identifies only “Shauna Raisch” and does not indicate that Raisch was signing on behalf of Twiggs. This is in contrast to Ayaz’s signature line, which identifies “Jorj Ayaz, Aspen Builders & Remodelers, Inc.” Moreover, Ayaz testified that he believed both Twiggs and Raisch were parties to the March 2014 contract. This evidence supports the district court’s finding that Raisch was personally a party to the March 2014 contract. And the parties’ subsequent course of conduct demonstrates that the series of contracts for additional work on the salon were between the same parties. For instance, Ayaz’s testimony and text messages admitted into evidence reflect that Raisch personally asked Ayaz to install custom mirrors and additional light fixtures and chairs in the salon that were not part of the March 2014 contract. The district court’s determination regarding the parties’ intent is reasonably supported by the evidence.

On appeal, appellants contend that Raisch cannot be personally liable for breach of contract because she was acting as an agent for Twiggs when the March 2014 contract and any subsequent contracts were formed. They argue that Raisch is therefore entitled to the protection of the corporate veil. But appellants’ agency and corporate-veil argument is not properly raised on appeal because appellants did not make that argument to the district court. *See Thiele v. Stich*, 425 N.W.2d 580, 582 (Minn. 1988) (holding that appellate courts generally consider only issues that were presented to and considered by the district court). Because the evidence reasonably supports the district court’s finding that the parties

intended Raisch to be a party to the contracts regarding the salon project, we affirm the district court's conclusion that Raisch is personally liable to Aspen for breach of contract.

III. The district court did not err by denying appellants' counterclaim for overpayment.

In appellants' final argument on appeal, they contend that the district court erred by failing to award them \$29,000 for amounts they overpaid to Aspen. Appellants seek this amount in damages based on their claim that they owed Aspen only approximately \$11,000 for the custom pedicure stations that Aspen built and installed in the salon. They therefore argue that Aspen must reimburse them for the remainder of their \$40,000 payment, which amounts to approximately \$29,000. Because the district court did not err by deciding Aspen's breach-of-contract claim in favor of Aspen based on the series of additional contracts entered into by the parties, it did not err by dismissing appellants' counterclaim for overpayment.

IV. The district court did not err by denying Aspen's account-stated claim.

In its cross-appeal, Aspen argues that the district court erred by dismissing its claim to recover unpaid balances, including unpaid finance charges, as an account stated. "An account stated is a manifestation of assent by a debtor and creditor to a stated sum as an accurate computation of an amount due the creditor." *Mountain Peaks Fin. Servs., Inc. v. Roth-Steffen*, 778 N.W.2d 380, 387 (Minn. App. 2010) (quotation omitted), *rev. denied* (Minn. Apr. 28, 2010). To establish an account-stated claim, "the claimant must show (1) a prior relationship as debtor and creditor, (2) a showing of mutual assent between the parties as to the correct balance of the account, and (3) a promise by the debtor to pay

the balance of the account.” *Id.* “[I]f one party renders a statement of account to the other party, and that other party retains the accounting for an unreasonably long time without objecting to it, then the party is deemed to have assented to that accounting.” *Toyota-Lift of Minn., Inc. v. Am. Warehouse Sys., LLC*, 868 N.W.2d 689, 698 (Minn. App. 2015), *aff’d*, 886 N.W.2d 208 (Minn. 2016).

Here, the district court rejected Aspen’s attempt to recover any amounts under its account-stated claim both as to Raisch personally and as to Twiggs. The district court concluded that Aspen’s account-stated claim against Raisch failed because “there was no prior business relationship with her personally.” And the court determined that the claim failed against Twiggs because there was “no showing of mutual assent between the parties as to the correct balance.” Specifically, the district court reasoned that Raisch, as Twiggs’ owner, “was not satisfied with the calculation of the amount due and asked repeatedly for an accounting that illustrated what costs were related to the [o]riginal [c]ontract and what costs were related to the additional work.” The district court further found: “When [Raisch] received these accountings in July 2015, she wanted to meet in person to review them. She ultimately refused to pay. This does not reflect assent.”

On appeal, Aspen appears to argue that the district court erred when it denied Aspen’s account-stated claim *both* as to the unpaid amounts listed on the invoices *and* as to accrued finance charges. Because we are affirming the district court’s determination that appellants are liable for the unpaid amounts under Aspen’s breach-of-contract claim, we need not decide whether Aspen could also recover those amounts under its account-stated claim. Accordingly, we limit our analysis of Aspen’s account-stated claim

to its contention that it is entitled to recover finance charges as an account stated. In that regard, Aspen contends that it is entitled to recover the \$565.76 finance charge listed in the January 2015 summary billing statement and the \$2,869.53 finance charge listed in the July 2015 spreadsheet, as well as a 12% finance charge accrued from July 2015 to the January 22, 2021 judgment. In total, Aspen argues that it is entitled to recover approximately \$42,300 in finance charges as an account stated.

In challenging the district court’s denial of its account-stated claim, Aspen argues only that the district court misapplied the law in its analysis of Aspen’s account-stated claim against Twiggs.¹ In particular, Aspen argues that case law establishes that, to defeat an account-stated claim where “the [account] statements are held for more than a few months[,] the defendant must produce evidence of specific written objection to the statements.” Aspen contends that Twiggs retained the invoices for a period of eight months—from January 2015 to September 2015—without making a “written objection to interest” and therefore effectively assented to an ongoing finance charge of 12%.

Under Minnesota case law, general complaints about billing are insufficient to defeat an account-stated claim. *Lampert Lumber Co. v. Ram Constr.*, 413 N.W.2d 878, 883 (Minn. App. 1987). Instead, a debtor must “challenge the correctness of the account.” *Kenyon Co. v. Johnson*, 174 N.W. 436, 437 (Minn. 1919). If the alleged debtor retains

¹ In its primary brief, Aspen does not challenge the district court’s conclusion that Raisch cannot be personally liable under an account-stated claim. In its reply brief, Aspen appears to challenge this conclusion when it argues that “Aspen did have a prior business relationship with Raisch.” But Aspen does not make a substantive argument to support that position. Moreover, we generally do not consider arguments raised for the first time in a reply brief. *State v. Yang*, 774 N.W.2d 539, 558 (Minn. 2009).

account statements for an unreasonable length of time “without any questions,” acquiescence in the amount is inferred. *Kittler & Hedelson v. Sheehan Props, Inc.*, 203 N.W.2d 835, 840 (Minn. 1973).

The district court’s finding that Raisch sufficiently objected to the amounts stated in the invoices is reasonably supported by the record. At trial, Raisch testified that she began asking Ayaz to explain the invoices in late October 2014. And the district court received into evidence several communications between Raisch and Ayaz between November 2014 and July 2015 in which Raisch asked to meet with Ayaz to discuss the invoices so that she could understand the basis for each charge. For instance, in November 2014, Raisch emailed Ayaz and stated, “We also need to go over the invoices you sent me as I would like to get you paid as soon as I possibly can as well.” In March 2015, Raisch sent an email to Ayaz again asking him to “go over the invoices.” She expressed that she was “still . . . blown away that [they] went over the original budget by \$95,000 and [would] feel better at least understanding those invoices.” In July 2015, Raich sent another email to Ayaz expressing that she was not satisfied with the level of detail on the invoices and asking to meet to review them:

I have printed all the invoices that I received from you. Invoices 1930, 1931, 1934, 1935, 1936 listed on the statement dated 1/12/2015 have no break out as to what they are for and I did not receive separate invoices for them. . . . I need to get all of the invoices for the entire job, we need to go over them as you promised. . . . Please let me know when you will have all the invoices ready and when you will be available to go over them.

This evidence reasonably supports the district court's finding that Twiggs sufficiently objected to the amounts stated in the invoices, and it also supports a conclusion that Twiggs did not agree to a 12% finance charge. It is reasonable to view these communications as more than merely general complaints about billing—they are specific to individual invoices and can be interpreted to express doubt about the accuracy of the amounts on those invoices. Viewing the evidence in the light most favorable to the verdict, the district court did not err by rejecting Aspen's account-stated claim and concluding that Aspen is not entitled to any finance charges.

Conclusion

In sum, we discern no error in the district court's determination that appellants are jointly and severally liable to Aspen on its breach-of-contract claim in the amount of \$58,584.61. We further conclude that the district court did not err by rejecting appellants' counterclaim for breach-of-contract based on an alleged overpayment. Nor did the district court err by dismissing respondent's account-stated claim and demand to recover finance charges. Accordingly, we affirm the judgment of the district court.

Affirmed.