

**Form 1. Caption and signature block**

\_\_\_\_\_  
(Attorney Name) \_\_\_\_\_, Bar # \_\_\_\_\_

\_\_\_\_\_  
(Firm Name)

\_\_\_\_\_  
(Address)

\_\_\_\_\_

\_\_\_\_\_, Utah \_\_\_\_\_

Telephone: \_\_\_\_\_

Attorneys for \_\_\_\_\_

IN THE \_\_\_\_\_ DISTRICT COURT, \_\_\_\_\_ COUNTY

STATE OF UTAH

\_\_\_\_\_, )

Plaintiff, )

vs. )

\_\_\_\_\_, )

Defendant. )

\_\_\_\_\_ )

[NAME OF DOCUMENT]

No. \_\_\_\_\_

Judge \_\_\_\_\_

[CONTENT OF DOCUMENT]

Dated \_\_\_\_\_

(firm name) \_\_\_\_\_

By (signature) \_\_\_\_\_

(attorney name) \_\_\_\_\_

Attorneys for \_\_\_\_\_

(address) \_\_\_\_\_

\_\_\_\_\_

**Form 2. 20 Day Summons**

*[Caption and signature block as in Form 1]*

THE STATE OF UTAH TO THE ABOVE-NAMED DEFENDANT:

You are summoned and required to answer the attached complaint. Within 20 days after service of this summons, you must file your written answer with the clerk of the court at the following address:

\_\_\_\_\_, and you must mail or deliver a copy to plaintiff's attorneys at the address listed above. If you fail to do so, judgment by default may be taken against you for the relief demanded in the complaint. The complaint is on file with the clerk of the court.

**Form 3. 10 Day Summons (Renumbered from Form 1a)**

*[Caption and signature block as in Form 1]*

THE STATE OF UTAH TO THE ABOVE-NAMED DEFENDANT:

You are summoned and required to answer the attached complaint. Within 20 days after service of this summons, you must file your written answer with the clerk of the court at the following address:

\_\_\_\_\_, and you must mail or deliver a copy to plaintiff's attorneys at the address listed above. If you fail to do so, judgment by default may be taken against you for the relief demanded in the complaint. Within 10 business days after service of this summons on you, the complaint will be filed with the clerk of the court. If the complaint is not filed with the court within 10 business days after service of this summons upon you, then you do not need to file an answer to the complaint. You may call the clerk of the court at (phone number) at least 13 days after service of this summons upon you to determine if the complaint has been filed. This is an action to: (describe nature of action).

**Form 3A. Notice of Lawsuit and Request for Waiver of Service of Summons**

TO: \_\_\_\_\_  
Defendant (or name of officer or agent of corporate defendant)

As \_\_\_\_\_  
Title, or other relationship of  
individual to corporate defendant

Of \_\_\_\_\_  
Corporate defendant

A lawsuit has been commenced against you (or the entity on whose behalf you are addressed). A copy of the complaint is attached to this notice. It has been filed in the \_\_\_\_\_ District Court for the County of \_\_\_\_\_ for the State of Utah and has been assigned case number \_\_\_\_\_. The courthouse address is \_\_\_\_\_.

This is not a formal summons or a notification from the court, but rather my request that you sign and return the enclosed waiver of service in order to save the cost of serving you with a judicial summons and

an additional copy of the complaint. The cost of service will be avoided if I receive a signed copy of the waiver within 20 days after the date designated below as the date on which this Notice and Request is sent (30 days if your address is outside the United States). I enclose a stamped and addressed envelope (or other means of cost-free return) for your use. An extra copy of the waiver is also attached for your records.

If you comply with this request and return the signed waiver, it will be filed with the court and no summons will be served on you. You must answer the complaint within 45 days from the date below (or within 60 days from that date if your address is outside of the United States).

If you do not return the signed waiver within the time indicated, I will take appropriate steps to effect formal service in a manner authorized by the Utah Rules of Civil Procedure and will then, to the extent authorized by those Rules, ask the court to require you (or the party on whose behalf you are addressed) to pay the full costs of such service. In that connection, please read the statement concerning the duty of parties to waive the service of the summons, which is set forth on the reverse side (or at the foot) of the waiver form.

I affirm that this request is being sent to you on behalf of the plaintiff, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

---

Signature of Plaintiff's Attorney or  
Unrepresented Plaintiff

### **Form 3B. Waiver of Service of Summons**

TO: \_\_\_\_\_  
Plaintiff's attorney or unrepresented plaintiff

I acknowledge receipt of your request that I waive service of a summons in the action of \_\_\_\_\_, which is case number \_\_\_\_\_.  
Caption of case

I have also received a copy of the complaint in the action, two copies of this instrument, and a means by which I can return the signed waiver to you without cost to me.

I agree to save the cost of service of a summons and an additional copy of the complaint in this lawsuit by not requiring that I (or the entity on whose behalf I am acting) be served with judicial process in the manner provided by Rule 4.

I (or the entity on whose behalf I am acting) will retain all defenses or objections to the lawsuit or to the jurisdiction or venue of the court except for objections based on a defect in the summons or in the service of the summons.

I understand that a judgment may be entered against me (or the party on whose behalf I am acting) if an answer or motion under Rule 12 is not served upon you within 45 days after \_\_\_\_\_, or within 60 days after that date if the request was sent outside the \_\_\_\_\_ Date request was sent United States.

_____	_____
Date	Signature
	_____
	Printed/typed name
	As: _____
	For: _____

*To be printed on reverse side of the waiver form or set forth at the foot of the form*

**Duty to Avoid Unnecessary Costs of Service of Summons**

Rule 4 of the Utah Rules of Civil Procedure requires certain parties to cooperate in saving unnecessary costs of service of the summons and complaint. A defendant located in the United States who, after being notified of an action and asked by a plaintiff located in the United States to waive service of a summons, fails to do so will be required to bear the cost of such service.

A party who waives service of the summons retains all defenses and objections (except any relating to the summons or to the service of the summons), and may later object to the jurisdiction of the court or to the place where the action has been brought.

A defendant who waives service must within the time specified on the waiver form serve on the plaintiff's attorney (or unrepresented plaintiff) a response to the complaint and must also file a signed copy of the response with the court. If the answer or motion is not served within this time, a default judgment may be taken against that defendant. By waiving service, a defendant is allowed more time to answer than if the summons had been actually served when the request for waiver of service was received.

**Form 4. Complaint -- Promissory Note**

*[Caption and signature block as in Form 1]*

Plaintiff alleges:

1. Plaintiff is a resident of \_\_\_\_\_ County, Utah.
2. Defendant is a resident of \_\_\_\_\_ County, Utah.

3. Venue is proper in this court because this action involves a contract to be performed in this county.

4. On \_\_\_\_\_, defendant executed and delivered to plaintiff a promissory note under which defendant promised to pay to plaintiff on demand the sum of \$ \_\_\_\_\_, with interest at the rate of \_\_\_\_\_ percent per annum. A copy of the promissory note is attached hereto as Exhibit A.

5. Defendant is in default under the note and owes plaintiff \$ \_\_\_\_\_ in principal, plus interest from \_\_\_\_\_ until the note is paid.

6. Under the terms of the promissory note, plaintiff is entitled to recover attorneys' fees and other costs of collection.

Wherefore, plaintiff requests relief as follows:

- a. For judgment in the amount of \$ \_\_\_\_\_;
- b. For interest as provided by law from the date of judgment until paid;
- c. For attorneys fees and other costs of collection;
- d. For costs of court; and
- e. For such further relief as the court deems just.

### **Form 5. Complaint -- Multiple Claims**

*[Caption and signature block as in Form 1]*

Plaintiff alleges:

#### GENERAL ALLEGATIONS

1. On \_\_\_\_\_, defendant entered into an oral contract with plaintiff for the delivery of goods, payment of \$ \_\_\_\_\_ to be made upon delivery.
2. On \_\_\_\_\_, plaintiff delivered the goods to defendant's residence.
3. Upon receiving the agreed upon goods, defendant refused to pay plaintiff the agreed sum.
4. Plaintiff has made demand for payment.
5. Defendant has refused plaintiff's demand for payment.

#### FIRST CLAIM FOR RELIEF: BREACH OF CONTRACT

6. Plaintiff realleges and incorporates by reference the allegations in paragraphs 1 through 5, above.
7. By refusing to pay plaintiff the agreed amount for the delivery of the goods, defendant is in breach of contract.
8. Plaintiff has fulfilled all of her obligations under the contract.
9. Plaintiff is entitled to a judgment for the contract amount, \$20,000, plus costs for maintaining this action for collection.

#### SECOND CLAIM FOR RELIEF: THEFT BY CONVERSION

10. Plaintiff realleges and incorporates by reference the allegations in paragraphs 1 through 5, above.
11. Plaintiff has demanded return of her property, as an alternative to defendant's payment under the contract.
12. Defendant has refused to return or respond to plaintiff's demand for return of plaintiff's

property.

13. Defendant's refusal to return or respond constitutes the tort of conversion.

14. Plaintiff's property has an agreed value of \$20,000.

Wherefore, plaintiff requests relief on the FIRST CLAIM FOR RELIEF as follows:

a. For judgment against defendant in the principal amount of \$20,000, plus prejudgment interest from \_\_\_\_\_ at the legal rate.

Alternatively, plaintiff requests judgment on the SECOND CLAIM FOR RELIEF as follows:

a. For judgment against defendant in the principal amount of \$20,000, plus prejudgment interest from \_\_\_\_\_ at the legal rate.

## **Form 6. Complaint -- Mortgage Foreclosure**

*[Caption and signature block as in Form 1]*

Plaintiff alleges:

1. On \_\_\_\_\_, defendant A executed and delivered to plaintiff a promissory note. (see Form 3).

2. As security for the payment of the note, defendant A executed and delivered to plaintiff a deed of trust covering the following real property (the "Property"): (legal description). A copy of the deed of trust is attached hereto as Exhibit B.

3. Defendant A is in default under the note and owes plaintiff \$ \_\_\_\_\_ in principal, plus interest from \_\_\_\_\_ until the note is paid.

4. Plaintiff served defendant A with a notice of default as required by contract, but defendant failed to respond to the notice.

5. Plaintiff elects to foreclose the deed of trust as a mortgage.

6. Under the terms of the note and deed of trust, plaintiff is entitled to recover attorneys' fees and other costs of collection.

7. Defendant B claims an interest in the Property based upon: (describe interest), which interest is inferior in priority to plaintiff's deed of trust.

Wherefore, plaintiff requests relief as follows:

- a. For judgment foreclosing defendants' interests in the Property;
- b. For an order directing the Property to be sold as provided by law to satisfy the amount owed to plaintiff;
- c. For judgment against defendant A for any deficiency remaining after the sale.

## **Form 7. Complaint -- Interpleader**

*[Caption and signature block as in Form 1]*

Plaintiff alleges:

1. On \_\_\_\_\_, plaintiff issued to A a policy of life insurance whereby plaintiff promised to pay to B as beneficiary the sum of \$ \_\_\_\_\_ upon the death of A.

2. Thereafter, A and B died in an automobile accident

3. C is the duly appointed and acting executor of the will of A; D is the duly appointed and acting executor of the will of B; E claims to have been duly designated as beneficiary of the policy in place of B.

4. Each of the defendants is claiming to be the only person entitled to receive payment under the policy and has made demand for payment.

5. Plaintiff is unable to determine which defendant is entitled to be paid under the policy.

Wherefore, plaintiff requests relief as follows:

a. That defendants be required to interplead their rights to payment under the policy;

b. That plaintiff be discharged from all liability except to the person to whom the court orders payment under the policy.

c. That plaintiff recover its costs, attorneys fees and such further relief as the court deems just.

### **Form 8. Complaint --Declaratory Judgment**

*[Caption and signature block as in Form 1]*

Plaintiff alleges:

1. On \_\_\_\_\_, plaintiff and defendant entered into an agreement regarding \_\_\_\_\_ [describe agreement]. A copy of the Agreement is attached hereto as Exhibit A.

2. A dispute has arisen between the parties concerning their rights and duties under the Agreement. Plaintiff contends \_\_\_\_\_ [describe plaintiff's contention]. Defendant contends \_\_\_\_\_ [describe defendant's contention].

3. Plaintiff is entitled to a decree from this court that \_\_\_\_\_ [describe declaratory relief sought].

4. Declaratory relief is presently necessary and appropriate so that plaintiff may determine his/her rights under the Agreement.

Wherefore, plaintiff prays for judgment pursuant to Utah Code Ann. § 78-33-1 et seq. and Rule 57 of the Utah Rules of Civil Procedure, declaring that \_\_\_\_\_ [describe relief sought].

### **Form 9. Complaint -- Injunctive Relief**

*[Caption and signature block as in Form 1]*

Plaintiff alleges:

1. Plaintiff is a Utah corporation with its principal place of business in Salt Lake County, Utah.

2. Defendant is an individual who was employed by plaintiff corporation as an officer and director of marketing during the period \_\_\_\_\_ through \_\_\_\_\_.

3. At the time defendant began his employment with plaintiff, defendant executed an Employment Agreement which contained, among other things, a covenant whereby defendant agreed not to compete with plaintiff in its business within the State of Utah for a period of two years after defendant's employment with plaintiff terminated.

4. During the time defendant was employed with plaintiff, he had access to plaintiff's trade secrets and confidential customer lists and was also, through his direct contacts with plaintiff's customers, one of the key personnel in establishing the good will associated with plaintiff's business and products.

5. Defendant has left plaintiff's employ and has established a wholly owned business which competes directly in the State of Utah with the plaintiff's business in violation of the covenant not to compete contained in defendant's Employment Agreement with plaintiff.

6. As a result of defendant's breach of the Employment Agreement and specifically the covenant not to compete contained in the Employment Agreement, plaintiff is entitled to an order of this court effective for the pendency of the action and permanently restraining the defendant for a period of two years from the date of the termination of defendant's employment with the plaintiff from competing in any way with the plaintiff's business in the State of Utah.

7. Plaintiff will suffer irreparable harm unless the court issues a temporary restraining order and permanent injunction as requested by plaintiff.

8. Unless a temporary restraining order and an injunction is issued, the threatened injury to the plaintiff outweighs whatever damage the proposed order and injunction may cause the defendant.

9. The issuance of a temporary restraining order and injunction will not be adverse to the public interest.

10. There is a substantial likelihood that the plaintiff will prevail on the merits of the underlying claim or this case presents serious issues on the merits which should be the subject of further litigation.

Wherefore, plaintiff requests injunctive relief as follows:

A. An order of this court restraining the defendant from competing with the plaintiff's business in the State of Utah for a period of two years;

B. For all costs of suit incurred, including reasonable attorneys' fees; and

C. For such other relief as the court deems proper.

### **Form 10. Motion to Dismiss -- Failure to State a Claim**

*[Caption and signature block as in Form 1]*

Pursuant to Rule 12(b)(6) of the Utah Rules of Civil Procedure, defendant moves the court for an order dismissing the First and Second Claims for Relief in plaintiff's complaint. The grounds for this motion are that each claim fails to state a claim upon which relief can be granted. The First Claim fails to allege that the plaintiff reasonably relied upon statements of the defendant, a necessary element to state a claim for fraud. The Second Claim for violation of the Utah Securities Act fails to allege that defendant is the person who offered or sold the security to the plaintiff, as is required to state a claim pursuant to Utah Code Ann. § 61-1-22.

This motion is supported by the memorandum in support filed with this motion and all other pleadings on file with the court in this action.

### **Form 11. Answer with Counterclaim and Cross-claim**

*[Caption and signature block as in Form 1]*

## I. ANSWER

In answer to the specific allegations of the complaint, defendant A admits, denies and otherwise alleges as follows:

1. Admits paragraph 1.
2. Denies paragraph 2.
3. Lacks sufficient information to answer paragraph 3 and therefore denies paragraph 3.

### First Affirmative Defense

Plaintiff's claim is barred by Utah Code Ann. § \_\_\_\_\_, the applicable statute of limitations.

### Second Affirmative Defense

Plaintiff is not entitled to the relief sought in the complaint because plaintiff has failed to mitigate its damages.

### Third Affirmative Defense

Plaintiff is not entitled to the relief sought in the complaint because plaintiff has entered into an accord and satisfaction with this defendant.

## II. COUNTERCLAIM

Defendant A counterclaims against plaintiff as follows: (state counterclaim)

## III. CROSS-CLAIM

Defendant A cross-claims against defendant B as follows: (state cross-claim)

## Form 12. Third Party Complaint

*[Caption and signature block as in Form 1]*

1. On \_\_\_\_\_, third party defendant issued an insurance policy (the "Policy") indemnifying third party plaintiff against negligence claims arising from the use of third party plaintiff's automobile.
2. Plaintiff's complaint in this action alleges that on \_\_\_\_\_, while the Policy was in force, third party plaintiff negligently drove his automobile causing an accident with plaintiff. The complaint, a copy of which is attached hereto as Exhibit A, seeks general and special damages from third party plaintiff.
3. Third party plaintiff demanded indemnification under the Policy for plaintiff's claims, but third party defendant refused the demand.
4. Based upon the foregoing facts, third party defendant is liable to third party plaintiff for all or part of what plaintiff may recover from third party plaintiff.

Wherefore, third party plaintiff requests judgment against third party defendant for any amount recovered by plaintiff against third party plaintiff.

### **Form 13. Motion to Intervene of Right Under Rule 24(a)**

*[Caption and signature block as in Form 1]*

Pursuant to Rule 24(a) of the Utah Rules of Civil Procedure, movant seeks intervention of right as a defendant in this action, in order to assert the defenses set forth in the proposed answer, a copy of which is attached hereto. Movant has an unconditional right to intervene under (statute). (or movant claims an interest in the property or transaction which is the subject of this action and is so situated that the disposition of this action may as a practical matter impair or impede movant's interest which is not adequately represented by any other party). The factual grounds for movant's intervention are as follows:

[describe grounds for intervention as of right]

### **Form 14. Motion for Permissive Intervention Under Rule 24(b)**

*[Caption and signature block as in Form 1]*

Pursuant to Rule 24(b) of the Utah Rules of Civil Procedure, movant requests leave to intervene as a defendant in this action, in order to assert the defenses set forth in the proposed answer, a copy of which is attached hereto. Movant has a conditional right to intervene under (statute). (or movant's defense and this action have the following question of law (or fact) in common: [describe issue]). The factual grounds for movant's intervention are as follows:

[describe factual grounds for permissive intervention]

### **Form 15. Application for Temporary Restraining Order**

*[Caption and signature block as in Form 1]*

Pursuant to Rule 65A of the Utah Rules of Civil Procedure, plaintiff moves the court for a temporary restraining order preventing defendant from continuing to use plaintiff's property, from interfering with plaintiff's business relationships, and from using any of plaintiff's trade secrets and proprietary information.

Plaintiff's application is based on the following grounds:

1. A temporary restraining order is the appropriate legal remedy to enjoin the breach of an enforceable agreement.
2. Plaintiff will suffer immediate irreparable harm unless the court issues a temporary restraining order preventing defendant from interfering with plaintiff's business and plaintiff's customer relationships.
3. Plaintiff will suffer immediate irreparable harm unless the court issues a temporary restraining order ordering defendant to restrain from disclosing, revealing, or using any of plaintiff's trade secrets or confidential information.

4. The threat of injury to plaintiff outweighs whatever damage a temporary restraining order may cause defendant.

5. Issuance of a temporary restraining order will not be adverse to the public interest.

6. There is a substantial likelihood that plaintiff will prevail on the merits of the claims, or the case presents serious issues which should be the subject of further review and litigation.

This Application is supported by a verified complaint or affidavits stating specific facts filed with the court and by an accompanying memorandum of points and authorities.

### **Form 16. Application for Preliminary Injunction**

*[Caption and signature block as in Form 1]*

Pursuant to Rule 65A of the Utah Rules of Civil Procedure, plaintiff moves the court for a preliminary injunction enjoining defendant from continuing use plaintiff's property, from interfering with plaintiff's business relationships, and from using any of plaintiff's trade secrets and proprietary information.

Plaintiff's Application is based on the following grounds:

1. Injunctive relief is an appropriate legal remedy to enjoin the breach of an enforceable agreement.

2. Plaintiff will suffer irreparable harm unless the court issues a preliminary injunction enjoining defendant from interfering with plaintiff's business and plaintiff's customer relationships.

3. Plaintiff will suffer irreparable harm unless the court issues a preliminary injunction enjoining defendant from disclosing, revealing, or using any of plaintiff's trade secrets or confidential information.

4. The threat and injury to plaintiff outweighs whatever damage injunctive relief may cause defendant.

5. Issuance of injunctive relief will not be adverse to the public interest.

6. There is a substantial likelihood that plaintiff will prevail on the merits of the claims, or the case presents serious issues which should be the subject of further review and litigation.

This motion is supported by an accompanying memorandum of points and authorities and by the pleadings on file with the court.

### **Form 17. Attorney Certification of Notice Pursuant to Rule 65A(b)(1)**

*[Caption as in Form 1]*

I, \_\_\_\_\_, certify as follows:

1. I am a member of the Bar of the State of Utah and counsel for the plaintiff in this action.

2. On \_\_\_\_\_, I caused plaintiff's complaint, motion for a temporary restraining order, and memorandum in support of the motion to be hand delivered [or transmitted by facsimile] to \_\_\_\_\_, defendant's attorney at \_\_\_\_\_ (Attorney's Address).

3. Included with the papers which were delivered to defendant's attorney was the notice of the hearing on plaintiff's motion for temporary restraining order.

4. On \_\_\_\_\_, I telephoned defendant's attorney and spoke with

\_\_\_\_\_, who identified himself/herself as the secretary for defendant's attorney. I left a message for defendant's attorney with that person stating that the hearing for plaintiff's motion for a temporary restraining order would be held before this court on \_\_\_\_\_ at \_\_\_\_: \_\_\_\_  
\_\_\_\_,m.

5. After leaving the message with the secretary, I then sent by facsimile (or had hand delivered) to defendant's attorney the letter attached hereto as Exhibit "A" confirming that I left the message with the secretary and again confirming that the hearing on plaintiff's motion for temporary restraining order would be held on \_\_\_\_\_.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(Plaintiff's Attorney)

### **Form 18. Interrogatories**

*[Caption and signature block as in Form 1]*

Pursuant to Rule 33 of the Utah Rules of Civil Procedure, plaintiff requests defendant to answer the following interrogatories in writing and under oath, within 30 days after service.

#### **I.**

#### **INTERROGATORIES**

**INTERROGATORY NO. 1:** Please identify all persons who witnessed the accident which occurred on \_\_\_\_\_, which is the subject of this action.

**INTERROGATORY NO. 2:** Please identify all doctors or other medical personnel who have treated you for any injuries sustained as a result of the accident which is the subject of this action.

**INTERROGATORY NO. 3:** Please identify all facts which support your contention that defendant caused the accident, which is the subject of this action.

**INTERROGATORY NO. 4:** Please identify the amount of all damages which you claim were caused as a result of defendant's actions.

**INTERROGATORY NO. 5:** Please identify all jobs you have held during the last two years including the name of the employer, the title of the position you held, and the amount of salary or wages you were paid while in that position.

### **Form 19. Request for Production of Documents**

*[Caption and signature block as in Form 1]*

Pursuant to Rule 34 of the Utah Rules of Civil Procedure, plaintiff requests defendant to produce the documents specified below for inspection and copying on \_\_\_\_\_, 20\_\_, at \_\_\_\_: \_\_\_\_  
\_\_\_\_.m. at the offices of plaintiff's counsel (Name and Address).

#### **I.**

### **DOCUMENT REQUESTS**

**REQUEST NO. 1:** Please produce all documents which you intend to introduce as exhibits at the trial of this matter.

**REQUEST NO. 2:** Please produce all minutes of the meetings of your Board of Directors held during the period \_\_\_\_\_ to \_\_\_\_\_.

**REQUEST NO. 3:** Please produce your Articles of Incorporation and Bylaws, and all amendments thereto.

**REQUEST NO. 4:** Please produce all correspondence during the past year between you and the plaintiff.

**REQUEST NO. 5:** Please produce all copies of all contracts entered into between you and the plaintiff.

### **Form 20. Requests for Admission**

*[Caption and signature block as in Form 1]*

Pursuant to Rule 36(a) of the Utah Rules of Civil Procedure, plaintiff submits the following requests for admission to defendant. Responses must be served upon the undersigned within thirty (30) days after service of these requests. PLEASE TAKE NOTICE THAT ALL MATTERS IN THESE REQUESTS SHALL BE DEEMED ADMITTED PURSUANT TO RULE 36 OF THE UTAH RULES OF CIVIL PROCEDURE UNLESS A RESPONSE IS SUBMITTED WITHIN 30 DAYS AFTER SERVICE OF THIS REQUEST.

### **REQUESTS FOR ADMISSION**

**REQUEST NO. 1:** Admit that \_\_\_\_\_ is currently an officer of defendant \_\_\_\_\_ and was so on \_\_\_\_\_, 20\_\_\_\_.

**REQUEST NO. 2:** Admit that you executed the promissory note attached hereto as Exhibit "A".

### **Form 21. Motion for Summary Judgment**

*[Caption and signature block as in Form 1]*

Pursuant to Rule 56 of the Utah Rules of Civil Procedure, defendant moves the court for summary judgment on all claims in the complaint. The grounds for this motion are that there exists no issue of disputed material fact and that defendant is entitled to judgment as a matter of law. In further support of this motion, defendant submits:

1. The complaint's first cause of action is barred by Utah Code Ann. § 70A-2-201 (1997), in that the agreement alleged in that cause of action is unsupported by a written memorandum within the meaning of the statute of frauds.

2. Plaintiff is not entitled to relief under the second cause of action because there exist no facts to support the claim of tortious conversion; the undisputed facts demonstrate that the delivery of the goods was a gift given freely and therefore no payment was due as a matter of law.

This motion is supported by an accompanying memorandum of points and authorities.

**Form 22. Judgment**

*[Caption as in Form 1]*

This action came on for trial before the court and a jury, Honorable \_\_\_\_\_, District Judge, presiding, and the issues having been duly tried and the jury having duly rendered its verdict,

It is Ordered and Adjudged that plaintiff recover from defendant \$ \_\_\_\_\_, with interest at \_\_\_%, plus court costs. (or that plaintiff take nothing, that the action be dismissed on the merits, and that defendant recover court costs from plaintiff.)

Dated \_\_\_\_\_.

\_\_\_\_\_  
Clerk of the Court

**Form 23. Verified Memorandum of Costs**

*[Caption and signature block as in Form 1]*

STATE OF UTAH )  
 : ss.  
COUNTY OF \_\_\_\_\_ )

I, \_\_\_\_\_, being first duly sworn, depose and state as follows:

1. I am an attorney duly admitted to the Bar of the State of Utah and am a member of the law firm of \_\_\_\_\_, attorneys for plaintiff in this action.

2. To my knowledge the following costs and disbursements are correct and have been necessarily incurred in this action.

- (a) Filing fees (complaint) \$ \_\_\_\_\_
- (b) Constable's service of complaint \$ \_\_\_\_\_
- (c) Jury fee \$ \_\_\_\_\_
- (d) Deposition transcript of \_\_\_\_\_ \$ \_\_\_\_\_
- (e) Constable's service of subpoena on \_\_\_\_\_ \$ \_\_\_\_\_
- (f) Witness fee & mileage \_\_\_\_\_  
Witness \_\_\_\_\_ \$ \_\_\_\_\_
- (g) Copy costs for trial exhibits \$ \_\_\_\_\_

**TOTAL** \$ \_\_\_\_\_