ROBERT C. KELLER (4861)
DANI CEPERNICH (14051)
SNOW CHRISTENSEN & MARTINEAU
10 Exchange Place, 11th Floor
Salt Lake City, Utah 84145
Telephone: (801) 521-9000
rck@scmlaw.com
dnc@scmlaw.com

Attorneys for Petitioner

BEFORE THE PUBLIC SERVICE COMMISSION

IN THE MATTER OF LOGAN CITY'S PETITION REQUESTING INVESTIGATION INTO UNION PACIFIC RAILROAD COMPANY'S ADMINISTRATION OF AGREEMENTS AND MAINTENANCE PROVISIONS	**LOGAN CITY'S RESPONSE TO THE LEGAL BRIEF OF UNION PACIFIC RAILROAD COMPANY** Docket No. 21-888-01

Pursuant to the stipulated scheduling established at the conclusion of the May 3, 2022, evidentiary hearing in this matter, Logan City respectfully submits this response to the legal brief submitted by Union Pacific Railroad Company.

ARGUMENT

UNION PACIFIC'S CONDUCT WITH REGARD TO THE 1400 NORTH AND 1800 NORTH CROSSINGS VIOLATES RULE 930-5-8(1).

A. Union Pacific is violating Rule 930-5-8(1), regardless of whether the amendments to that rule are retroactive.

Union Pacific begins its argument with the proposition that the 2021 amendments to Rule 930-5-8(1) do not apply retroactively, and thus have no bearing on this matter. But, Logan City is not seeking retroactive application of that Rule. Instead, it has asked the Court to determine that

Union Pacific's ongoing insistence that Logan City bear the responsibility for maintenance costs at the crossing *even after* the rule was amended and to this day violates Rule 930-5-8(1). This is a current and prospective—not retroactive—application of the current version of Rule 930-5-8(1).

As the Utah Supreme Court has explained, its "prior decisions in th[e] field" of retroactive application stand for the proposition that "we apply the law as it exists at the time of the event regulated by the law in question." *State v. Steinly*, 2015 UT 15, ¶ 12, 345 P.3d 1182. "The key question is the identification of the relevant 'event' being regulated by the law in question." *Id.* ¶ 14.

In *Steinly*, the relevant event was "the [criminal defendant's] assertion of a mature request for government-funded defense resources" under the Indigent Defense Act (IDA), "not the alleged conduct that gave rise to the criminal charges against [him]." *Id.* ¶¶ 14–15. As the Court explained,

> The IDA, after all, does not define the elements of aggravated robbery or aggravated burglary, nor does it dictate sentences for, or other consequences of, those crimes. *See Landgraf v. USI Film Prods.*, 511 U.S. 244, 269–70, 114 S.Ct. 1483, 128 L.Ed.2d 229 (1994) (explaining that a law is understood as retroactive if it "attaches new legal consequences to events completed before its enactment"). Instead, the IDA regulates Steinly's activity occurring within the course of the criminal proceedings against him. It prescribes, specifically, the terms and conditions of the provision of government-funded defense resources long guaranteed as an adjunct to the right to counsel under the Sixth Amendment of the United States Constitution.

Id. ¶ 15.

Here, the relevant event is the future obligation of maintenance for the at grade crossing signals to be installed at the 1400 North and 1800 North Crossings. While discussion that occurred prior to the amendment to the rule between Logan City and Union Pacific of who is to bear that maintenance obligation was governed by the then-current rule, subsequent discussions and the relationship between the parties going forward is governed by the current rule. Union Pacific has

not explained why it would be otherwise; that is, why the relevant event is something other than the future maintenance. But, much as how the underlying criminal conduct in *Steinly* was not the relevant event, prior steps in the planning process for the widening of the Crossings are not the relevant event. Rule 930-5-8(1) does not govern those pre-construction activities. Instead, it prescribes the maintenance obligation for at grade crossing signals once the project is complete. This future, ongoing obligation is governed by the current version of the rule.

Even if, somehow, the 1400 North and 1800 North Crossings were somehow "vested" under the prior version of Rule 930-5-8(1) and not subject to changes in statutes and rule governing future, ongoing activity at those Crossings—a proposition Union Pacific has not directly advanced nor supported—Union Pacific is still in violation of Rule 930-5-8(1). The prior version of that rule still required an agreement that applies to the particular maintenance at issue and establishes a different maintenance responsibility. There is no such agreement for the Crossings.[1]

i. Under the prior version of the Rule, it is still clear that there must be an agreement that applies for the crossing in order to be exempt from the Rule.

Union Pacific has argued that Logan City's assertion that the amendments to Rule 930-5-8(1) were "enacted to 'clarify' the Former Rule . . . is incorrect and unsubstantiated." (Union Pacific Br. at 10.) Logan City's description of the purpose for the amendment, however, was taken directly from UDOT's notice of emergency 120-day rule and notices of proposed rule. Union Pacific dismisses those statements as "hav[ing] no bearing on the intent of the Former Rule when

[1] For the same reasons discussed below, Union Pacific was in violation of Rule 930-5-8(1) from March 2020, when it first insisted upon Logan City perpetually bearing the obligation to pay an annual, predetermined maintenance cost, through July 31, 2020, when the emergency rule became effective.

it was adopted" and "merely evidence that UDOT wanted to create a certain impression of legislative history." (*Id.* at 12–13.)

Union Pacific, however, has failed to establish that the former version of the rule's exception where "a separate agreement applies" allowed for something other than a "prior signed written agreement." It does not appear to dispute that the reference to a "separate agreement" necessarily required a "written agreement." Indeed, under the statute of frauds, any other form of agreement would be void. Utah Code § 25-5-4(1) ("The following agreements are void unless the agreement, or some note or memorandum of the agreement, is in writing, signed by the party to be charged with the agreement: (a) every agreement that by its terms is not to be performed within one year from the making of the agreement.").

Instead, Union Pacific appears to dispute that the requirement that "a separate agreement applies" referred only to a *prior* agreement; that is, an agreement in effect at the time R 930-5-8(1) in its prior form was promulgated. Its arguments on this point, however, do not directly address the issue, instead focusing on the remainder of the rule that apportions the entirety of the maintenance responsibility to the railroad.

First, Union Pacific points to Section 54-4-15.3's requirement that UDOT "apportion the cost of . . . maintenance . . . of any signals or devices described in Section 54-4-15.1 between the railroad or street railroad and the public agency involved" and the fact the State provides funds to be used for maintenance of such signals to argue that "the Utah Legislature's intent was for UDOT to promulgate a rule whereby the public agency shared, if not entirely bore, the responsibility of maintenance costs." (Union Pacific Br. at 12.) But, nothing in Section 54-4-15.3, 54-4-15.1, or 54-4-15.2 requires that the apportionment include placing some obligation on the public agency.

"Apportion" is not defined in the Utah Code, but is generally defined as "Divide and allocate," or "Assign." Oxford English Dictionary, *Apportion*.[2] It does not inherently prohibit apportionment of 100% to one entity. Notably, Union Pacific's apparent interpretation of "apportionment" as prohibiting apportioning all maintenance cost obligations to one party is inconsistent with its argument that the legislature intended for UDOT to require those costs be borne "entirely" by the public agency.

Beyond this, the requirement that UDOT apportion maintenance costs says nothing of whether the rule's exception when "a separate agreement applies" refers to a prior agreement existing as of the date of the promulgation of Rule 930-5-8(1) or one to be entered into in the future.

Union Pacific next argues that the UMUTCD and UDOT's 2015 Manual are inconsistent with Logan City's interpretation of the former version of Rule 930-5-8(1). Neither is.

With respect to the UMUTCD, Union Pacific relies on Section 1A.07, which provides, "The responsibility for the design, placement, operation, maintenance, and uniformity of traffic control devices shall rest with the public agency or the official having jurisdiction . . . ." "Traffic Control Device" is defined in the UMUTCD as "a sign, signal, marking or other device used to regulate, warn, or guide traffic, placed on, over, or adjacent to a street, highway, private road open to public travel, pedestrian facility, or shared-use path by authority of a public agency or official having jurisdiction . . . ." (UMUTCD at 22, ¶ 238.) Union Pacific assumes, without any supporting analysis, that the "public agency . . . having jurisdiction" over the at grade crossing signals at the Crossings is Logan City.

---

[2] https://www.lexico.com/en/definition/apportion

Section 54-4-15.1, however, confers upon *UDOT* the authority and obligation to "provide for the installing, maintaining, reconstructing, and improving of automatic and other safety appliances, signals or devices at grade crossings on public highways or roads over the tracks of any railroad or street railroad corporation in the state." Utah Code § 54-4-15.1. The UMUTCD accordingly renders UDOT responsible for the maintenance of the at grade crossing signals. UDOT has, in turn, assigned that responsibility to the railroad through Rule 930-5(8)(1) as provided in Sections 54-4-15 and 54-4-15.3. The UMUTCD says nothing about how to interpret that rule.

With respect to UDOT's 2015 Manual, Union Pacific relies on section 3.2.5, which provides, in part,

> When a Highway Authority widens a Highway, the Highway Authority will fund all improvements including, but not limited to passive and active warning devices, Crossing material, and other improvements as ordered by the UDOT Chief Railroad Engineer in consultation with the Diagnostic Team.
>
> UDOT will evaluate each Crossing project to determine the extent to which, if any, the crossing project benefits the respective parties. If a Crossing project is determined not to benefit a party, the party will not be required to participate in the funding.

(UDOT 2015 Manual at 21–22.)

As a threshold issue matter, UDOT's 2015 Manual is not incorporated by reference in Rule 930-5, as Union Pacific indicates. *See* Utah Admin. Code R930-5-2 (not referencing that manual).

Beyond this, the cited provision addresses a situation not applicable here: apportionment of costs in a project that obtains "federal safety funding." The introductory provision of Section 3.2.5 provides:

> FHWA approved Safety Improvement Projects are eligible for federal safety funding. As stated previously, if a Region is interested in determining the eligibility

> of its project for safety funding please contact the UDOT Chief Railroad Engineer at the earliest possible time. Below is a list of criteria for determining funding availability and apportionment of costs: . . . .

(*Id.* at 21.) The provision on which Union Pacific relies thus speaks specifically to requirements for federally funded projects. It says nothing about the proper interpretation of Rule 930-5-8(1). This is particularly true for crossings, like those at issue, that are not being funded with federal safety funding. (*See* Tr. at 27:19–21 (explaining that the projects at issue did not have "any section 130 funds in them, so they were funded alone by Logan City").)

Union Pacific has not advanced any other explanation as to why Rule 930-5-8(1)'s prior exception when a "separate agreement applies" should be interpreted as anything other than an agreement that existed *at the time of the rule*. Indeed, the rule uses the present tense—"applies." The most natural reading of this exception is that there was, on the date of the rule, a "separate agreement" that "applies." It does not provide broadly, "unless the Railroad and Highway Authority agree otherwise," as one would expect if intended to cover future agreements.

Perhaps more critically, though, there is nothing to support an interpretation of the former version of the Rule as allowing one party—here, Union Pacific—to unilaterally insist upon a different allocation of maintenance responsibility. At bottom, this is what Union Pacific appears to maintain the former version of Rule 930-5-8(1) allowed.

Union Pacific's unilateral insistence, however, is not an "agreement." *See* Black's Law Dictionary (2019), *Agreement* ("1. A mutual understanding between two or more persons about their relative rights and duties regarding past or future performances; a manifestation of mutual assent by two or more persons. 2. The parties' actual bargain as found in their language or by implication from other circumstances, including course of dealing, usage of trade, and course of

performance.”). The Commission should not adopt such an interpretation of UDOT’s rule. *See H.U.F. v. W.P.W.*, 2009 UT 10, ¶ 32, 203 P.3d 943 (“We seek an interpretation that renders all parts of a statute relevant and meaningful, and interpretations are to be avoided which render some part of a provision nonsensical or absurd.” (cleaned up)).

ii. There is no agreement between Union Pacific and Logan City that applies.

From Union Pacific’s briefing, it appears it is relying on only two agreements serve to exempt the 1400 North and 1800 North Crossings from Rule 930-5-8(1): the 1982 Agreement and 1983 Supplemental Agreement between Union Pacific and Logan City (Exhibit UP_(PR -2)). Neither agreement, however, contains an agreement to a maintenance obligation by Logan City that differs from Rule 930-5-8(1).

Union Pacific relies on the following provision contained in both agreements: “It is understood that, if traffic in the future over the Roadway should, by State or local authority, require automatic signal warning devices, such warning devices shall be installed under the terms and conditions to be negotiated and agreed upon by the parties hereto.” (1982 Agreement at 2, ¶ 2 & 1983 Supplemental Agreement at 2, ¶ 2 (Exhibit UP (PR -2).) Logan City acknowledges that the Crossings are part of the defined “Roadway.”

The referenced provision, however, specifically addresses *installation* of future automatic signal warning devices. It does not provide that the parties would negotiate and agree upon maintenance for such devices once installed.

Even if the referenced provision could be read as containing an agreement to negotiate on maintenance of future signal devices, rather than the terms and conditions of their installation, this provision still does not exempt the Crossings from the former version of Rule 930-5-8(1). It does

not provide that Logan City *agrees* or *would agree* to accept a perpetual, fixed annual maintenance cost for the signals as Union Pacific has insisted upon. And, to the extent Union Pacific maintains it represents an agreement that Logan City would accept some maintenance obligation in the future, it is an unenforceable "agreement to agree."

Utah law is clear that "[t]o form an enforceable contract, the parties must have a meeting of the minds on the essential terms of the contract." *Bloom Master Inc. v. Bloom Master LLC*, 2019 UT App 63, ¶ 13, 442 P.3d 1178 (cleaned up). "So long as there is any uncertainty or indefiniteness, or future negotiations or considerations to be had between the parties, there is not a contract." *Id.* "An agreement to agree at some later date is thus unenforceable" unless the original agreement is sufficiently clear as to the parties' intentions as to how to reach that future agreement. *Id.* ¶ 14.

Applying these rules, appellate courts have held an agreement to agree is unenforceable where the original agreement does not provide "a mechanism for determining" the term that is subject to future agreement. *Id.* ¶ 16 (explaining, "while the parties generally agreed that the terms [of the note] would be modified under certain circumstances, the parties left the specifics to annual review and future agreement. And without a specific agreement, one is left to wonder, among other things, how terms like interest rates and maturity dates are to be modified in proportion to reduced sales numbers, whether the principal amount in its entirety is subject to a proportional modification, or how the amounts due in a given year are to be determined. At bottom, section 3 does not provide the tools or instructions for how to achieve the modification it requires, and it is therefore an unenforceable agreement to agree."); *Brown's Shoe Fit Co. v. Olch*, 955 P.2d 357, 364 (Utah Ct. App. 1998) (explaining, "unlike for the initial period, the BLP did not specify the

percentage rental that Brown's Shoe would have to pay or any mechanism for determining the rental amount for the option periods.

Thus, one of the essential elements of a lease was missing and left open for future negotiation," and holding, "the lack of a rental term or a mechanism for determining the rental term in the two option periods makes the BLP too vague and indefinite for specific enforcement"). This is true even when the original agreement requires future negotiation of a particular term. *Bloom Master*, 2019 UT App ¶ 17 (discussing cases in which the Utah Supreme Court has rejected reasoning that mandatory language requiring future negotiation and agreement on a term renders an agreement to agree enforceable).

Because the 1982 Agreement and 1983 Supplemental Agreement to not contain any mechanism for determining future terms regarding maintenance obligations for automated signals, neither constitutes an enforceable agreement on that issue. As a result, neither is an "agreement that applies" to the Crossings with respect to maintenance obligations.

B. Union Pacific's arguments regarding the validity of Rule 930-5-8(1) do not excuse it from compliance with that Rule.

Union Pacific additionally argues that Rule 930-5-8(1) violates the Commerce Clause of the United States Constitution and the ICC Termination Act, presumably maintaining that this excuses its violation of that rule. Union Pacific raised these same arguments in its November 3, 2021, Response to Logan City's Petition and Motion to Dismiss. The Commission has previously indicated that it "intends to deny th[at] Motion and will include its reasoning therefor in its final order." (Jan. 13, 2022, Notice.) This is appropriate. As Logan City explained in its response to the Motion, Union Pacific's argument ignores both limitations on the Commission's jurisdiction and applicable procedural requirements. It also fails to provide any authority establishing that any

illegality in the rule authorizes Union Pacific's violation while that rule remains in effect.

"'It is well established that the Commission has no inherent regulatory powers other than those expressly granted or clearly implied by statute.'" *Hi-Country Estates Homeowners Ass'n v. Bagley & Co*., 901 P.2d 1017, 1021 (Utah 1995) (quoting *Mountain States Tel. & Tel. Co. v. Pub. Serv. Comm'n*, 754 P.2d 928, 930 (Utah 1988)). "When a specific power is conferred by statute upon a commission with limited powers, the powers are limited to such as are specifically mentioned." *Id*. (cleaned up). "Accordingly, to ensure that the administrative powers of the [Commission] are not overextended, any reasonable doubt of the existence of any power must be resolved against the exercise thereof." *Id*. (cleaned up).

As before, Union Pacific has not cited any statute that specifically provides the Commission with the power to determine whether a rule promulgated and amended by UDOT is invalid or unconstitutional in undertaking the Commission's responsibilities to act on the City's Petition. Section 54-4-15(4)(a), which Union Pacific did not cite, but which might otherwise provide the Commission with jurisdiction to resolve a dispute between UDOT and a regulated utility, does not specifically confer jurisdiction over UDOT's rulemaking authority. *See* Utah Code Ann. § 54-4-15(4)(a). But such specificity is required. *See Hi-Country Estates*, 901 P.2d at 1021 ("[T]he [Commission's] powers are limited to such as are specifically mentioned."); *see also Heber Light & Power Co. v. Utah Pub. Serv. Comm'n*, 2010 UT 27, ¶ 24, 231 P.3d 1203 ("[A]uthority to regulate governmental entities in any respect cannot be read into the statute.").

Notably by contrast, the Utah Administrative Rulemaking Act does provide a specific process that allows a person aggrieved by an administrative rule to challenge the rule. That administrative process specifically applies to challenges asserting that the "rule violates

constitutional or statutory law or the agency does not have legal authority to make the rule." Utah Code § 63G-3-602(4)(a)(i).

Union Pacific has filed a separate action in Third District Court against UDOT, expressly invoking that statutory provision to challenge the amendment to Rule 930-5-8(1)—*Union Pacific Railroad Company v. UDOT*, Case No. 210905204. That case remains pending, and the parties are engaged in fact discovery. (*See* Case No. 210905204 Docket, attached as Exhibit 1.)

Both the lack of any applicable specific jurisdictional provision in Title 54, Chapter 4 and the comprehensive nature of the Administrative Rulemaking Act strongly imply that the Commission has no authority to review and determine the validity of administrative rules promulgated by another entity. *See, e.g., Hi-Country Estates*, 901 P.2d at 1021 ("[T]o ensure that the administrative powers of the [Commission] are not overextended, any reasonable doubt of the existence of any power must be resolved against the exercise thereof.").

And importantly, even if the Commission had jurisdiction to determine whether UDOT's amendment to Rule 930-5-8(1) were invalid and unconstitutional in connection with the City's Petition as Union Pacific apparently assumes, Union Pacific has failed to follow the appropriate procedural steps to allow the Commission to do so. *See* Utah Code Ann. § 54-4-15(4)(a) (requiring a person aggrieved by UDOT action to file a "petition"); Utah Admin. Code R746-101-1 (requiring a person or agency seeking a declaratory ruling by the Commission as to the "interpretation or explanation of rights, status, interests or other legal relationships under a statute, rule or order" to file a "petition" expressly seeking such a ruling, in a specific form.).

Indeed, Rule 746-101-2 requires a petitioner seeking such a ruling to serve a petition on "the public utility which could or would be adversely affected by a Commission ruling favorable

to the Petitioner." Utah Admin. Code R746-101-2(D). Here, UDOT is the entity that could or would be adversely affected by the declaration Union Pacific requests—that Rule 930-5-8 is invalid or unconstitutional as a basis for dismissing the City's Petition. But, Union Pacific has not served UDOT with a petition and UDOT is not a party.

Setting aside Union Pacific's noncompliance with applicable rules, fundamental concepts of due process (as also reflected in the Commission's rules) would require Union Pacific to bring UDOT into this action to participate and actively defend the Rule before requesting the Commission determine its validity as a basis for denying the City's Petition. Indeed, in civil proceedings, Rule 24 of the Utah Rules of Civil Procedure requires that a person challenging the constitutionality of a governmental entity's rule or administrative enactment notify the entity by serving it if the entity is not a party to the proceeding. Union Pacific has not done so.

Beyond failing to establish the Commission's jurisdiction to hear and consider challenges to the validity of UDOT's administrative rules and its own compliance with the procedures that would apply to such a challenge, Union Pacific has failed to establish how this excuses its past and ongoing violation of Rule 930-5-8(1). To date, there has been no determination that Rule 930-5-8(1) is unconstitutional or violates federal statue. In similar contexts, the Utah Supreme Court has made clear that "an order issued by a court with jurisdiction over the subject matter and person must be obeyed by the parties until it is reversed by orderly and proper proceedings. This is true without regard *even for the constitutionality of the Act under which the order is issued*." *Macris v. Sevea Int'l, Inc.*, 2013 UT App 176, ¶ 28, 307 P.3d 625 (cleaned up) (emphasis added); *cf. 2 Ton Plumbing, L.L.C. v. Thorgaard,* 2015 UT 29, ¶ 23 n.16, 345 P.3d 675, 680 ("[C]ompliance with the statute is required before a party is entitled to the benefits created by the statute.").

In light of these issues and the Commission's prior statement regarding disposition of Union Pacific's Motion to Dismiss, Logan City has not addressed the merits of Union Pacific's arguments. It notes, however, that UDOT is actively defending the validity of its rule in Case No. 210905204.

CONCLUSION

Both the prior and current versions of Rule 930-5-8(1) are clear that, absent a separate agreement—which does not exist here—Union Pacific has the obligation to pay the costs of maintaining the signal devices at the Crossings. Union Pacific's insistence that Logan City nevertheless agree to do so, and to do so in the form of perpetual, annual fees, is a violation of that Rule. Logan City respectfully requests the Commission order Union Pacific to enter crossing agreements with Logan City for the Crossings that do not require Logan City to bear any responsibility for signal maintenance or the cost of signal maintenance at the Crossings.

DATED this 17th day of June, 2022.

SNOW CHRISTENSEN & MARTINEAU

/s/ Dani N. Cepernich
Robert C. Keller
Dani N. Cepernich
10 Exchange Place, 11th Floor
Salt Lake City, Utah 84111

LOGAN CITY ATTORNEY'S OFFICE

/s/ Craig J. Carlston

Craig J. Carlston
Logan City Attorney
290 N 100 W
Logan, Utah 84321

Attorneys for Petitioner Logan City

CERTIFICATE OF SERVICE

I hereby certify that on this 17th day of June, 2022, I served, via e-mail, a true and correct copy of the attached **LOGAN CITY'S RESPONSE TO THE LEGAL BRIEF OF UNION PACIFIC RAILROAD COMPANY** upon the parties listed below to:

Counsel for Petitioner Logan City
Kymberly Housley
Craig J. Carlston
Logan City Attorney
290 North 100 West
Logan, UT 84321
kymber.housley@loganutah.org
craig.carlston@loganutah.org

Counsel for Union Pacific Railroad Company
Vicki M. Baldwin
PARSONS BEHLE & LATIMER
201 South Main Street, Suite 1800
Salt Lake City, UT 84111
vbaldwin@parsonsbehle.com

Patricia Schmid
Justin Jetter
Robert Moore
Assistant Utah Attorney General's
pschmid@agutah.gov
jjetter@agutah.gov
rmoore@agutah.gov

Madison Galt
Division of Public Utilities
mgalt@utah.gov

Alyson Anderson
Bela Vastag
Alex Ware
Office of Consumer Services
akanderson@utah.gov
bvastag@utah.gov
aware@utah.gov
ocs@utah.gov

/s/ Shelly Deal

Exhibit 1

3RD DISTRICT COURT
SALT LAKE COUNTY, STATE OF UTAH

UNION PACIFIC RAILROAD COMPANY vs. UTAH DEPARTMENT OF TRANSPORTAT
CASE NUMBER 210905204 Administrative Ag

CURRENT ASSIGNED JUDGE
PATRICK CORUM

PARTIES
Plaintiff - UNION PACIFIC RAILROAD COMPANY
Represented by: ALEX VANDIVER
Represented by: ALAN MOURITSEN
Represented by: JULI BLANCH

Defendant - UTAH DEPARTMENT OF TRANSPORTAT
Represented by: MARK BURNS
Represented by: STEVEN ALDER

ACCOUNT SUMMARY

Total Revenue Amount Due:	375.00
Amount Paid:	375.00
Amount Credit:	0.00
Balance:	0.00

REVENUE DETAIL - TYPE: COMPLAINT - NO AMT S

Original Amount Due:	375.00
Amended Amount Due:	375.00
Amount Paid:	375.00
Amount Credit:	0.00
Balance:	0.00

CASE NOTE

PROCEEDINGS
09-24-2021 Filed: Complaint
09-24-2021 Filed: Exhibit A
09-24-2021 Filed: Exhibit B
09-24-2021 Filed: Exhibit C
09-24-2021 Filed: Exhibit D (1 of 2)
09-24-2021 Filed: Exhibit D (2 of 2)
09-24-2021 Filed: Exhibit E
09-24-2021 Case filed by efiler
09-24-2021 Judge PATRICK CORUM assigned.
09-24-2021 Fee Account created Total Due: 375.00
09-24-2021 COMPLAINT - NO AMT S Payment Received: 375.00
09-24-2021 Filed: Return of Electronic Notification
10-05-2021 Filed return: Summons on Return Utah Department of Transportation upon BECKY LEWIS, EXECUTIVE ASSISTANT for
Party Served: UTAH DEPARTMENT OF TRANSPORTAT

Service Type: Personal
Service Date: September 28, 2021
Garnishee:

10-05-2021 Filed: Return of Electronic Notification
10-28-2021 Filed: Answer
Answer Party: UTAH DEPARTMENT OF TRANSPORTAT
10-28-2021 Filed: Answer - Exhibit A - 1.1 Correspondence
10-28-2021 Filed: Answer - Exhibit A - 1.2 Correspondence
10-28-2021 Note: Certificate of Readiness for Trial due 10/11/22
10-28-2021 Filed: Answer - Exhibit A - 1.3 Correspondence
10-28-2021 Filed: Answer - Exhibit A - 2.1 Rule
10-28-2021 Filed: Answer - Exhibit A - 2.2 Rule
10-28-2021 Filed: Answer - Exhibit A - 3.1 Utah State Bulletin
10-28-2021 Filed: Return of Electronic Notification
10-28-2021 Filed: Answer - Exhibit A - 4.1 From Paper Files
10-28-2021 Filed: Answer - Exhibit A - 4.2 From Paper Files
10-28-2021 Filed: Return of Electronic Notification
10-28-2021 Filed: NOTICE OF EVENT DUE DATES
10-28-2021 Filed: Return of Electronic Notification
10-28-2021 Filed: Return of Electronic Notification
01-05-2022 Filed: Certificate of Service of Plaintiffs First Set of Discovery Requests
01-05-2022 Filed: Return of Electronic Notification
04-01-2022 Filed: COS - UDOTs Response to Plaintiffs First Set of Discovery Requests
04-01-2022 Filed: Return of Electronic Notification
05-06-2022 Filed: Certificate of Service Plaintiffs Notice of 30(b)(6) Deposition of Defendant
05-06-2022 Filed: Return of Electronic Notification
05-19-2022 Filed: Certificate of Service of UDOTs Supplemental Responses to First Set of Discovery Requests
05-19-2022 Filed: Return of Electronic Notification
05-31-2022 Filed: Certificate of Service of Amended Notice of Rule 30(b)(6) Deposition of Defendant Utah Dept of Transportation
05-31-2022 Filed: Return of Electronic Notification
06-08-2022 Filed: Certificate of Service Second Amended Notice of 30(b)(6) Deposition of UDOT
06-08-2022 Filed: Return of Electronic Notification