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Served on: _____
Date: _____ Time: _____ .M.
Place: _____
Served by: _____

Signature: _____

Attorneys for Plaintiffs

IN THE THIRD JUDICIAL DISTRICT COURT, STATE OF UTAH
IN AND FOR SALT LAKE COUNTY, SALT LAKE CITY DEPARTMENT

NORTH EDEN ACRES, L.L.C.; PINEVIEW
ESTATES, L.L.C.; and TITAN
DEVELOPMENT LIMITED LIABILITY
COMPANY;

Plaintiffs,

vs.

PINEVIEW WEST WATER COMPANY;

Defendant.

SUMMONS
(20 day)

Civil No. 090917357

Judge L. A. Dever

THE STATE OF UTAH TO THE ABOVE-NAMED DEFENDANT:

Pineview West Water Company

You are hereby summoned and required to file an Answer in writing to the attached Complaint with the Clerk of the above-entitled Court, 450 South State Street, Salt Lake City, Utah 84111, and to serve upon, or mail to Paul M. King, of the law firm of Hoole & King, L.C., Plaintiffs'

attorneys, 4276 South Highland Drive, Salt Lake City, Utah 84124, a copy of said Answer, within 20 days after service of this Summons upon you.

If you fail so to do, judgment by default will be taken against you for the relief demanded in said Complaint, which has been filed with the Clerk of said Court and a copy of which is hereto annexed and herewith served upon you.

DATED October 19, 2009

HOOLE & KING, L.C.

By: 

Paul M. King

Attorneys for Plaintiffs

Serve Defendant at:

Serve one of the officers for the corporate Defendant, Pineview West Water Company, in this order of preference:

Peter Turner, Pres, Director and Registered Agent: 828 Radford Lane, Eden, Utah 84310

Brian Burrows, Vice President and Director: 746 N. Yacht Club Drive, Eden, Utah 84310

Velma Reeder, Vice President, Treasurer and Director: 787 N. Highway 158, Eden, Utah 84310

Kevin Forbes, Director: 692 N. Yacht Club Drive, Eden, Utah 84310

FILED
DISTRICT COURT
OCT 19 PM 2:2
LAKE DEPARTMENT

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CLERK

Attorneys for Plaintiffs

IN THE THIRD JUDICIAL DISTRICT COURT FOR THE STATE OF UTAH
IN AND FOR SALT LAKE COUNTY, SALT LAKE CITY DEPARTMENT

NORTH EDEN ACRES, L.L.C.; PINEVIEW
ESTATES, L.L.C.; and TITAN
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COMPLAINT

Civil No. 090917357

Judge Dever

COME NOW the Plaintiffs by and through Paul M. King, of and for the law firm of Hoole & King, L.C., their attorneys of record, and for causes of action complain of the Defendant as follows:

PARTIES JURISDICTION AND VENUE

1. Plaintiffs are, respectively, Utah limited liability companies, each with their principal place of business in Salt Lake County, Utah, authorized to do business in the State of Utah, and have done business with the Defendant in Salt Lake County, Utah.

2. Defendant is a Utah corporation with its principal place of business in Weber County, Utah, authorized to do business in the State of Utah, and has done business with the Plaintiffs in Salt Lake County, Utah.

3. Jurisdiction is vested in this Court pursuant to the provisions of Utah Code Ann. § 78A-5-102.

4. Venue is properly laid before this Court pursuant to the provisions of Utah Code Ann. §§ 78B-3-304 and 78B-3-307, et seq.

5. Defendant has accepted loaned funds from the Plaintiffs and refused to repay the same, and is collectively indebted to the Plaintiffs in the total amount of \$65,390.99, including interest at the statutory pre-judgment rate through October 19, 2009, as more particularly set forth below.

FIRST CAUSE OF ACTION

Breach of Contract

(North Eden Acres, L.L.C. Loan to Defendant)

6. That under that certain agreement to provide loaned funds to the Defendants (hereinafter referred to as the "Agreement"), Defendant is indebted to Plaintiff North Eden Acres,

L.L.C. in the principal sum of \$9,832.50, together with interest thereon at the statutory rate of 10% per annum.

7. The amount of \$9,832.50 represents the remaining principal balance of funds loaned to the Defendant by said Plaintiff for which payment has not been made.

8. Defendant has benefitted from the loaned funds provided by said Plaintiff.

9. Said Plaintiff reasonably believed that Defendant would repay the funds loaned to

10. Said Plaintiff has given Defendant time and opportunities to dispute this claim, and has notified Defendant in writing on one or more occasions of its intent to collect.

11. Despite due demand from the said Plaintiff, Defendant has refused to make payment for the amount due under said Agreement.

12. As of October 19, 2009, there remains due and payable to the Plaintiff North Eden Acres, L.L.C. from the Defendant, pursuant to said agreement to repay loaned funds, the total amount of \$12,712.45, consisting of \$9,832.50 as the principal amount due under the Agreement, and \$2,879.95 in interest accrued to date, together with continuing interest accruing on said principal amount thereafter at the statutory interest rate of 10% per annum until paid.

13. Plaintiff North Eden Acres, L.L.C. is entitled to judgment against the Defendant in a sum not less than \$12,712.45, together with interest as aforesaid.

14. Defendant's failure and refusal to repay funds loaned to it by said Plaintiff is without merit and any defense thereto is not brought or asserted in good faith.

15. Plaintiff North Eden Acres, L.L.C. is entitled to its attorney's fees and costs incurred herein pursuant to the provisions of Utah Code Ann. § 78B-5-825.

SECOND CAUSE OF ACTION

Quantum Meruit - Unjust Enrichment

(Funds Provided to the Defendant by the Plaintiff North Eden Acres, L.L.C.)

16. Plaintiffs reallege and incorporate the preceding paragraphs their Complaint above as if fully set forth hereat.

17. The amount of funds received by the Defendant from the Plaintiff North Eden Acres, L.L.C., for which repayment has not been made, is not less than \$9,832.50.

18. Defendant has benefitted from the funds provided by said Plaintiff.

19. It would be inequitable and result in the unjust enrichment of the Defendant if said Defendant is allowed to receive the benefit of said funds without compensating said Plaintiff for the unpaid balance of the same.

20. As an alternative remedy, Plaintiff North Eden Acres, L.L.C. is entitled to judgment against Defendant in a sum not less than \$9,832.50.

21. Defendant's failure and refusal to repay funds provided to it by said Plaintiff is without merit and any defense thereto is not brought or asserted in good faith.

22. Plaintiff North Eden Acres, L.L.C. is entitled to its attorney's fees and costs incurred herein pursuant to the provisions of Utah Code Ann. § 78B-5-825.

THIRD CAUSE OF ACTION

Breach of Contract

(Pineview Estates, L.L.C. Loan to Defendant)

23. That under that certain agreement to provide loaned funds to the Defendants (hereinafter referred to as the "Agreement"), Defendant is indebted to Plaintiff Pineview Estates, L.L.C. in the principal sum of \$18,614.77, together with interest thereon at the statutory rate of 10% per annum.

24. The amount of \$18,614.77 represents the remaining principal balance of funds loaned to the Defendant by said Plaintiff for which payment has not been made.

25. Defendant has benefitted from the loaned funds provided by said Plaintiff.

26. Said Plaintiff reasonably believed that Defendant would repay the funds loaned to

27. Said Plaintiff has given Defendant time and opportunities to dispute this claim, and has notified Defendant in writing on one or more occasions of its intent to collect.

28. Despite due demand from the said Plaintiff, Defendant has refused to make payment for the amount due under said Agreement.

29. As of October 19, 2009, there remains due and payable to the Plaintiff Pineview Estates, L.L.C. from the Defendant, pursuant to said agreement to repay loaned funds, the total amount of \$21,212.36, consisting of \$18,614.77 as the principal amount due under the Agreement, and \$2,597.59 in interest accrued to date, together with continuing interest accruing on said principal amount thereafter at the statutory interest rate of 10% per annum until paid.

30. Plaintiff Pineview Estates, L.L.C. is entitled to judgment against the Defendant in a sum not less than \$21,212.36, together with interest as aforesaid.

31. Defendant's failure and refusal to repay funds loaned to it by said Plaintiff is without merit and any defense thereto is not brought or asserted in good faith.

32. Plaintiff Pineview Estates, L.L.C. is entitled to its attorney's fees and costs incurred herein pursuant to the provisions of Utah Code Ann. § 78B-5-825.

FOURTH CAUSE OF ACTION

Quantum Meruit - Unjust Enrichment

(Funds Provided to the Defendant by the Plaintiff Pineview Estates, L.L.C.)

33. Plaintiffs reallege and incorporate the preceding paragraphs their Complaint above as if fully set forth hereat.

34. The amount of funds received by the Defendant from the Plaintiff Pineview Estates, L.L.C., for which repayment has not been made, is not less than \$18,614.77.

35. Defendant has benefitted from the funds provided by said Plaintiff.

36. It would be inequitable and result in the unjust enrichment of the Defendant if said Defendant is allowed to receive the benefit of said funds without compensating said Plaintiff for the unpaid balance of the same.

37. As an alternative remedy, Plaintiff Titan Development Limited Liability Company is entitled to judgment against Defendant in a sum not less than \$18,614.77.

38. Defendant's failure and refusal to repay funds provided to it by said Plaintiff is without merit and any defense thereto is not brought or asserted in good faith.

39. Plaintiff Titan Development Limited Liability Company is entitled to its attorney's fees and costs incurred herein pursuant to the provisions of Utah Code Ann. § 78B-5-825.

FIFTH CAUSE OF ACTION

Breach of Contract

(Titan Development Limited Liability Company Loan to Defendant)

40. That under that certain agreement to provide loaned funds to the Defendants (hereinafter referred to as the "Agreement"), Defendant is indebted to Plaintiff Titan Development Limited Liability Company in the principal sum of \$28,847.57, together with interest thereon at the statutory rate of 10% per annum.

41. The amount of \$28,847.57 represents the remaining principal balance of funds loaned to the Defendant by said Plaintiff for which payment has not been made.

42. Defendant has benefitted from the loaned funds provided by said Plaintiff.

43. Said Plaintiff reasonably believed that Defendant would repay the funds loaned to

44. Said Plaintiff has given Defendant time and opportunities to dispute this claim, and has notified Defendant in writing on one or more occasions of its intent to collect.

45. Despite due demand from the said Plaintiff, Defendant has refused to make payment for the amount due under said Agreement.

46. As of October 19, 2009, there remains due and payable to the Plaintiff Titan Development Limited Liability Company from the Defendant, pursuant to said agreement to repay loaned funds, the total amount of \$31,466.18, consisting of \$28,847.57 as the principal amount due under the Agreement, and \$2,618.61 in interest accrued to date, together with continuing interest

accruing on said principal amount thereafter at the statutory interest rate of 10% per annum until paid.

47. Plaintiff Titan Development Limited Liability Company is entitled to judgment against the Defendant in a sum not less than \$31,466.18, together with interest as aforesaid.

48. Defendant's failure and refusal to repay funds loaned to it by said Plaintiff is without merit and any defense thereto is not brought or asserted in good faith.

49. Plaintiff Titan Development Limited Liability Company is entitled to its attorney's fees and costs incurred herein pursuant to the provisions of Utah Code Ann. § 78B-5-825.

SIXTH CAUSE OF ACTION

Quantum Meruit - Unjust Enrichment

(Funds Provided to the Defendant by the Plaintiff

Titan Development Limited Liability Company)

50. Plaintiffs reallege and incorporate the preceding paragraphs their Complaint above as if fully set forth hereat.

51. The amount of funds received by the Defendant from the Plaintiff Titan Development Limited Liability Company, for which repayment has not been made, is not less than \$28,847.57.

52. Defendant has benefitted from the funds provided by said Plaintiff.

53. It would be inequitable and result in the unjust enrichment of the Defendant if said Defendant is allowed to receive the benefit of said funds without compensating said Plaintiff for the unpaid balance of the same.

54. As an alternative remedy, Plaintiff Titan Development Limited Liability Company is entitled to judgment against Defendant in a sum not less than \$28,847.57.

55. Defendant's failure and refusal to repay funds provided to it by said Plaintiff is without merit and any defense thereto is not brought or asserted in good faith.

56. Plaintiff Titan Development Limited Liability Company is entitled to its attorney's fees and costs incurred herein pursuant to the provisions of Utah Code Ann. § 78B-5-825.

WHEREFORE, Plaintiffs prays for judgment in their favor against the Defendant as follows:

A. For judgment in favor of Plaintiff North Eden Acres, L.L.C., pursuant to its Claims Against the Defendant set forth in the First and Second Causes of Action hereof as follows:

1. For the sum of \$12,712.45.
2. For additional interest on the principal amount of \$9,832.50 after October 19, 2009 at the statutory interest rate of 10% per annum until judgment is rendered in favor of said Plaintiff or until paid.
3. For attorneys' fees in the amount of \$2,500.00 if this action is not contested; otherwise, such additional amounts as the Court deems reasonable.
4. For said Plaintiff's costs incurred herein.
5. For such other and further relief as this Court deems just and equitable in the premises.

B. For judgment in favor of Plaintiff Pineview Estates, L.L.C., pursuant to its Claims Against the Defendant set forth in the Third and Fourth Causes of Action hereof as follows:

1. For the sum of \$21,212.36.
2. For additional interest on the principal amount of \$18,614.77 after October 19, 2009 at the statutory interest rate of 10% per annum until judgment is rendered in favor of said Plaintiff or until paid.
3. For attorneys' fees in the amount of \$2,500.00 if this action is not contested; otherwise, such additional amounts as the Court deems reasonable.
4. For said Plaintiff's costs incurred herein.
5. For such other and further relief as this Court deems just and equitable in the premises.

C. For judgment in favor of Titan Development Limited Liability Company, pursuant to its Claims Against the Defendant set forth in the Fifth and Sixth Causes of Action hereof as follows:

1. For the sum of \$31,466.18.
2. For additional interest on the principal amount of \$28,847.57 after October 19, 2009 at the statutory interest rate of 10% per annum until judgment is rendered in favor of said Plaintiff or until paid.
3. For attorneys' fees in the amount of \$2,500.00 if this action is not contested; otherwise, such additional amounts as the Court deems reasonable.
4. For said Plaintiff's costs incurred herein.

5. For such other and further relief as this Court deems just and equitable in the premises.

DATED this, the 19 day of October, 2009.

HOOLE & KING, P.C.

By: 

Paul M. King

Attorneys for Plaintiffs

Plaintiffs' Address:

6412 South 900 East
Suite 201
Murray, Utah 84121