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IN THE SECOND JUDICIAL DISTRICT COURT  
IN AND FOR MORGAN COUNTY, STATE OF UTAH

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GOOD COMPANY, LLC, a business entity,

Plaintiff,

vs.

BAD COMPANY, LLC, a business entity,  
and BAD PARTY, an individual,

Defendants.

**COMPLAINT FOR BREACH OF  
CONTRACT, BREACH OF CONTRACT  
IMPLIED IN FACT. PROMISSORY  
ESTOPPEL, AND UNJUST  
ENRICHMENT**

Case Number:

Judge:

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Plaintiff, Good Company, LLC (hereinafter referred to as “Plaintiff”), by and through its counsel of record, Saul Goodman, hereby files this Complaint for Breach of Contract, Breach of Contract Implied in Fact, Promissory Estoppel, and Unjust Enrichment (hereinafter referred to as this “Complaint”), and complains against Defendants Bad Company, LLC, and Bad Party (hereinafter referred to jointly as “Defendants” and individually as “Bad Company” and “Mr. Party,” respectively), as follows:

**PARTIES**

1. Plaintiff Good Company, LLC, is a business entity duly incorporated in the State of Utah, (i) which operates and does business in the investment industry in the State of Utah, (ii) which has suffered unjust damages, injuries, and losses as a result of Defendants’ breach of contract, among other causes of action named and alleged herein.

2. Defendants Bad Company, LLC, is a business entity operating in the State of Utah, (i) which, upon information and belief, engages in business activities related to real estate in the State of Utah, (ii) which has caused damages to Plaintiff due to—among other causes of action named and alleged herein—its breach of contract against Plaintiff.

3. Defendants Bad Party is an individual residing in the State of Utah, (i) who, upon information and belief, is the agent, director, and officer of Bad Company, LLC, (ii) who, acting under and with Bad Company, LLC, engages in business activities related to real estate in the State of Utah, (iii) who, in conjunction with Bad Company, LLC, has caused damages, injuries, and losses to Plaintiff due to—among other causes of action named and alleged herein—their breach of contract against Plaintiff.

4. There are no more parties named or involved in this action.

#### **JURISDICTION AND VENUE**

5. Pursuant to Utah Code § 78A-5-102, this Court has original jurisdiction over this matter.

6. Pursuant to Utah Code §§ 78B-3-304 and 307, the venue in this Court is proper because the events giving rise to this claim occurred within the boundaries of the State of Utah.

#### **GENERAL ALLEGATIONS**

7. Plaintiff incorporates by reference and realleges all paragraphs above as if fully set forth herein.

8. As is shown below, (i) Plaintiff and Defendants entered into an oral and implied agreement, (ii) Plaintiff substantially completed and fulfilled its obligations under the agreement,

and (iii) Defendants *did not* complete or fulfill their obligations under the agreement—thereby breaching the agreement.

9. Mr. Party reached out to Good Employee (hereinafter referred to as “Mr. Employee”), an employee of Plaintiff, regarding a joint development of the real property owned by Bad Company; Defendants initiated contact with Plaintiff, through Mr. Employee, and requested Plaintiff’s assistance in developing Defendants’ real property (hereinafter referred to as the “project”).

10. Subsequently, Plaintiff and Mr. Party entered into an oral and implied agreement for the joint development of Cottonwoods Phase 6A—Canyon View Ranch (hereinafter referred to as “Canyon View Ranch”).

11. An oral and implied agreement between Plaintiff—through its employee and agent, Mr. Employee—and Defendants, was clearly formed; the parties agreed to the essential terms of an agreement; said agreement was evidenced by the fact that Defendants signed the Concept Plan Application

12. The oral and implied agreement contemplated a partnership in which Plaintiff and Mr. Party would jointly entitle, develop, and sell Canyon View Ranch.

13. Defendants were aware of the work that was physically performed on and in connection with their property; Defendants allowed the work to proceed and participated in its completion.

14. This was not Plaintiff’s first development project in Morgan County; Plaintiff has always had the experience, relationships, and financial backing to complete Defendants’ proposed development.

15. The terms of the oral and implied agreement are as follows: Mr. Party would authorize Plaintiff to pursue the entitlement and subdivision process with Morgan County as the subdivision applicant acting on behalf of Mr. Party.

16. As part of the above-referenced process, Mr. Party agreed to designate Good Employee, working at all times relevant to this matter as an employee of Plaintiff, as their agent.

17. Plaintiff, through the efforts of its employee, Mr. Employee, and other retained professionals, would provide the manpower and funds to entitle and develop Mr. Party's property into Canyon View Ranch, a proposed residential development in the Cottonwoods development in Morgan County.

18. Once Mr. Party's property was entitled and developed, the parties agreed that Mr. Party would work with Plaintiff to sell the lots from the subdivided property.

19. After Mr. Party sold lots from their subdivided property, the parties agreed to first pay back each parties' expenses and then equally split the profit generated from the entitlement, development, and sale of the resulting subdivision lots.

20. Plaintiff fully performed its obligations under the oral and implied agreement to the best of its ability, and in good faith incurred significant hard and soft costs—which Plaintiff did in good faith reliance upon Defendants' promises.

21. Defendants failed to honor their obligations and fulfill their promises under the parties' oral and implied agreement.

22. The fact that the parties failed to execute a written memorialization of their prior oral and implied agreement does not negate the fact that there was (i) a prior meeting of the minds,

(ii) the exchange of consideration, and (iii) Plaintiff's significant and demonstrable performance in reliance upon the promises made by Mr. Party.

23. The fact that the parties attempted to memorialize their oral agreement into a written document means only one thing: that the parties failed to sign a written contract.

24. That undisputed fact does not change the clear fact that the parties entered into an oral and implied agreement; the existence and terms of the oral and implied agreement can be conclusively established by the testimony of Mr. Employee, Defendants' signing of the Concept Plan Application, Defendants' participation in and knowledge of the Concept Plan process, and the extensive communications that Defendants had with both Mr. Employee and Morgan County regarding the joint development venture.

25. Even if the Court were not to recognize the existence of an agreement between the parties, there is clearly enough evidence for the Court to award relief to Plaintiff under the legal theories of contraction-implied-in-fact and unjust enrichment/quantum meruit.

26. Defendants' only response to these above facts was to attempt to attack the credibility of Mr. Employee, and to threaten legal action against him personally in an attempt to complicate his current leadership position within the Church of Jesus Christ of Latter-day Saints.

27. Defendants' tactics, while distasteful and personally upsetting to Mr. Employee, are not supported by the facts or the law, and are, therefore, unlikely to be persuasive to a judge or jury at trial.

28. Plaintiff is appreciative of the costs and risks of litigation, and has, therefore, made numerous attempts to try and maintain some sort of settlement dialogue with Mr. Party.

29. The estimated gross income from the development and sale of the lots in the planned development is \$18,300,000.00.

30. A conservative estimate of the benefit conferred to the Canyon View Ranch based on the percentage of completion that Plaintiff obtained on behalf of the project is \$1,200,000.00.

31. In exchange for a payment of this sum, \$1,200,000.00, Plaintiff is willing to settle this dispute and release its claims against Defendants.

32. In addition, if the parties successfully settle for the amount of \$1,200,000.00, Plaintiff will provide copies of all its work product and other information gathered as part of its efforts to develop the property, and will work to transition the project to Defendants or another development partner of Defendants.

33. Notwithstanding Plaintiff's settlement offer, it is clear, and it should be conspicuously and amply present in the mind of the Court that, Plaintiff unjustly suffered significant damages, injuries, and losses due to Defendants' breach of the oral and implied agreement made by the parties, and, therefore, Plaintiff is entitled to relief from the Court against Defendants.

### **FIRST CAUSE OF ACTION**

#### *Breach of Contract*

34. Plaintiff incorporates by reference and realleges all paragraphs above as if fully set forth herein.

35. Pursuant to Utah caselaw, to prove a Breach of Contract claim, one must establish that (1) there is a contract; that (2) there was performance of the contractual duties by the party seeking recovery; that (3) there was a breach of contract by the other party (i.e., a failure to perform contractual duties); and that (4) there were damages suffered by the party seeking recovery.

36. In this case, it is certain that there was an oral and implied agreement between the parties, so the first requirement of the elements of Breach of Contract is satisfied.

37. Regarding the performance of the contractual duties, the terms of the parties' agreement include the following duties and provisions:

- a. Mr. Party would authorize Plaintiff to pursue the entitlement and subdivision process with Morgan County as the subdivision applicant acting on behalf of Mr. Party;<sup>1</sup>
- b. Plaintiff, through the efforts of its employee, Mr. Employee, and other retained professionals, would provide the manpower and funds to entitle and develop Mr. Party's property into Canyon View Ranch, a proposed residential development in the Cottonwoods development in Morgan County;<sup>2</sup>
- c. once Mr. Party's property was entitled and developed, the parties agreed that Mr. Party would work with Plaintiff to sell the lots from the subdivided property;<sup>3</sup> and
- d. after Mr. Party sold lots from their subdivided property, the parties agreed to first pay back each parties' expenses and then equally split the profit generated from the entitlement, development, and sale of the resulting subdivision lots.<sup>4</sup>

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<sup>1</sup> *Supra* paragraph 15.

<sup>2</sup> *Supra* paragraph 17.

<sup>3</sup> *Supra* paragraph 18.

<sup>4</sup> *Supra* paragraph 19.

38. Plaintiff fully performed the above-referenced obligations under the parties' oral and implied agreement, in good faith and to the best of its ability; therefore, requirement two of the elements of Breach of Contract is satisfied.

39. Defendants failed to honor their obligations and fulfill their promises under the oral and implied agreement; therefore, requirement three of the elements of Breach of Contract is satisfied.

40. Defendants' above-referenced failure to honor the oral and implied agreement has caused, and continues to cause, significant damages, injuries, and losses to Plaintiff, for which Plaintiff is entitled to relief from the Court; therefore, requirement four of the elements of Breach of Contract is satisfied.

41. Therefore, with all the elements of Breach of Contract amply satisfied, it is clear that Defendants committed breach of contract against Plaintiff.

42. Therefore, in consideration of the above factors, it is evident that there was a breach of contract on the part of Defendants, for which Plaintiff is entitled to relief.

**SECOND CAUSE OF ACTION**  
*Breach of Contract Implied in Fact*

43. Plaintiff incorporates by reference and realleges all paragraphs above as if fully set forth herein.

44. To prove a Breach of Contract Implied in Fact claim, one must establish that (1) there was an unambiguous offer; that (2) there was an unambiguous acceptance of the offer; that (3) there was a mutual intent to be bound; and that (4) there was consideration. Furthermore, these elements may be established by the conduct of the parties rather than through express written or oral agreements.



45. The conduct of the parties conspicuously established and created a contract.

46. In satisfaction of the first requirement of this cause of action, there was, indeed, an unambiguous offer, which offer was to authorize Plaintiff to pursue the entitlement and subdivision process with Morgan County as the subdivision applicant acting on behalf of Mr. Party, and to move forward with the development of the property and advance the project.

47. In satisfaction of the second requirement, there was, indeed, an unambiguous acceptance of the offer, as is evidenced by the parties conduct in moving forward with the offer and acting in pursuance of the terms of the offer; it is clear by the parties' conduct subsequent to the offer that the offer was accepted by both parties.

48. In satisfaction of the third requirement, there was, indeed, a mutual intent to be bound by the agreement, as evidenced by the parties' performance in pursuance of the terms of the oral and implied agreement; truly, the parties' performance of the terms of the oral and implied agreement indisputably shows an implied intent to be bound by the agreement and perform accordingly.

49. In satisfaction of the fourth and final requirement, there was, indeed, the element of consideration, as the parties agreed to a certain payment regimen in their agreement, which constitutes something bargained for and received by Plaintiff from Defendants; the parties agreed to first pay back each parties' expenses and then equally split the profit generated from the entitlement, development, and sale of the resulting subdivision lots;<sup>5</sup> this agreement as to the *payment* to the parties from the profits generated, unambiguously constitutes consideration.

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<sup>5</sup> *Supra* paragraph 19.

50. The above-referenced satisfied requirements of this cause of action<sup>6</sup> are established by the conduct of the parties as well as their oral and implied agreement; the established requirements have been amply satisfied, as substantially and satisfactorily demonstrated hereinabove.

51. Therefore, the conduct of the parties, as well as their oral and implied agreement, clearly established a contract implied in fact, which contract Defendants breached by their failure to perform their contractual duties, which resulted in damages, injuries, and losses to Plaintiff, as Plaintiff amply performed and fulfilled its duties under the parties' oral and implied agreement, which consisted in the duty of Plaintiff to advance Defendants' project, which duty Plaintiff fulfilled to his detriment because Defendants failed to fulfill their contractual duties.

### **THIRD CAUSE OF ACTION**

#### *Promissory Estoppel*

52. Plaintiff incorporates by reference and realleges all paragraphs above as if fully set forth herein.

53. Pursuant to Utah caselaw, to prove Promissory Estoppel, one must establish that (1) the promisee acted with prudence and in reasonable reliance on a promise made by the promisor; that (2) the promisor knew that the promisee had relied on the promise which the promisor should reasonably expect to induce action or forbearance on the part of the promisee or a third person; that (3) the promisor was aware of all material facts; and that (4) the promisee relied on the promise and the reliance resulted in a loss to the promisee.

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<sup>6</sup> Breach of Contract Implied in Fact.

54. It is clear by the facts set forth hereinabove that (1) Plaintiff relied on promises made by Defendants, which promises pertained to performing according to the oral and implied agreement the parties had entered; that (2) Defendants were aware of all material facts, but nevertheless failed to perform its obligations according to the oral and implied agreement the parties had entered, and Defendants, being aware of all material facts, was aware that its breach of contract would harm Plaintiff; and that (3) Plaintiff's reliance on the promises made by Defendants resulted in damages, injuries, and losses to Plaintiff, for which Plaintiff is entitled to recovery from the Court against Defendants.

55. In satisfaction of the first requirement, the promisee—Plaintiff—acted with prudence and in reasonable reliance to the promises made by the promisor—Defendants; Plaintiff, indeed, acted in pursuance to the terms of the oral and implied agreement it formed with Defendants, relying on Defendants' promises.

56. In satisfaction of the second requirement, Defendants knew, or should have known, that its promises to Plaintiff under their oral and implied agreement would reasonably be expected to induce action or forbearance on the part of Plaintiff, which it indeed induced; Plaintiff, induced by Defendants' promises made in the oral and implied agreement, acted according to its obligations under the oral and implied agreement, and Defendants knew that Plaintiff acted induced by the promises Defendants made, and Defendants expected Plaintiff's performance.

57. In satisfaction of the third requirement, it is undisputable that Defendants were aware of all material facts when they made their promises to Plaintiff under the oral and implied agreement of the parties; indeed, being aware of all material facts, Defendants knew what the result of their actions and broken promises would be, but they went forward with their course of action

regardless—therefore, making Defendants’ actions *reckless*, as they were aware of the potential risk of harm to Plaintiff, but acted tortiously and to Plaintiff’s detriment regardless.

58. In satisfaction of the fourth requirement, it is evident that Plaintiff’s reliance on Defendants’ promises caused a loss to Plaintiff due to Defendants’ breach of the parties’ oral and implied agreement; indeed, to cover the losses of Plaintiff caused by Defendants’ breach of their promises and of the parties’ oral and implied agreement, Plaintiff pleads that the Court award him damages in the amount of \$1,200,000.00, which amount is reasonable in consideration of the facts of this case and of Plaintiff’s losses caused by Defendants—indeed, Plaintiff is entitled to payment for the work it performed in advancing Defendants’ project, and a payment of \$1,200,000.00 would reasonably cover the costs of the labor performed by Plaintiff.

59. Upon the foregoing, all the required elements of Promissory Estoppel have been amply satisfied, and it is clear and indubitable that Defendants breached their promises made to Plaintiff under their oral and implied agreement, and that this breach caused damages, injuries, and losses to Plaintiff.

#### **FOURTH CAUSE OF ACTION**

##### *Unjust Enrichment*

60. Plaintiff incorporates by reference and realleges all paragraphs above as if fully set forth herein.

61. Pursuant to Utah caselaw, to prove and prevail on a claim of Unjust Enrichment, one must establish that (1) there was a benefit conferred on one person by another; that (2) the conferee must appreciate or have knowledge of the benefit; and that (3) there was an acceptance or retention by the conferee of the benefit under such circumstances as to make it inequitable for the conferee to retain the benefit without payment of its value.

62. It is clear by the facts set forth hereinabove that (1) Plaintiff conferred a benefit to Defendants in the form of fulfilling its promises made under the oral and implied agreement of the parties, which fulfilled promises constituted the advancement of Defendants' project, which advancement was performed by Plaintiff and is considered to be a valuable benefit conferred to Defendants, which benefit Defendants retained without payment of its value to Plaintiff; that (2) Defendants appreciated or had knowledge of the benefit conferred to them by Plaintiff—indeed, Defendants are not blind to the matters at hand, and cannot dispute that they were conferred a valuable benefit by Plaintiff, as said benefit advanced Defendants' project to Defendants' advantage and in Defendants' best interest, which benefit they retained without payment of its value to Plaintiff; and that (3) the circumstances of Defendants' retention of the valuable benefit conferred by Plaintiff make it inequitable for Defendants to retain the benefit without payment of its value—indeed, it is wholly *inequitable* and *unfair* that Defendants retain the valuable benefit conferred by Plaintiff without payment of its value to Plaintiff, and this inequity warrants recourse from the Court to resolve this issue equitably.

63. In satisfaction of the first requirement, and as referenced and supported by the content above, Plaintiff indeed conferred a valuable benefit to Defendants in the form of advancing Defendants' project.

64. In satisfaction of the second requirement, and as referenced and supported by the content above, Defendants indeed appreciated or had knowledge of the valuable benefit conferred to them by Plaintiff, as said benefit advanced Defendants' project to Defendants' advantage and in Defendants' best interest, enriching Defendants.

65. In satisfaction of the third and final requirement, and as referenced and supported by the content above, it is plain and clear that Defendants' retention of the valuable benefit conferred to them by Plaintiff, which valuable benefit was conferred in the form of advancing Defendants' project, and without payment for said valuable benefit, is inequitable and constitutes an inequitable circumstance, and, therefore, this inequity requires intervention from the Court to be ameliorated and made fair.

66. Thusly, with the above requirements of Unjust Enrichment amply satisfied, it is apparent that Defendants were unjustly enriched due to retaining the valuable benefit conferred to them by Plaintiff, without payment for said valuable benefit—constituting an inequitable circumstance; this inequitable circumstance reasonably constitutes clear Unjust Enrichment on the part of Defendants; therefore, Defendants were unjustly enriched.

### **CONCLUSION**

In conclusion, it is clear that Plaintiff has suffered significant damages, injuries, and losses due to Defendants' amply proven claims of Breach of Contract, Breach of Contract Implied in Fact, Promissory Estoppel, and Unjust Enrichment, as has heretofore been explained and demonstrated. Indeed, the foregoing causes of action are based on Plaintiff's unpaid performance of its fulfilled duties under the parties' oral and implied agreement, and Defendants' breach of their duties under said agreement. Defendants' breach of contract, as well as the other causes of action alleged herein, have unduly caused damages, injuries, and losses upon Plaintiff, which Plaintiff cannot recover from save it be through court action. Furthermore, Defendants knew, or should have known, that their course of conduct would cause significant injuries, subsequent damages, and unfair losses to Plaintiff, but Defendants went forward with their course of conduct

despite this knowledge; this makes Defendants' course of conduct entirely *reckless*, as Defendants were aware of the substantial risk of harm against Plaintiff from their actions, but they went forward with their course of conduct regardless of knowing the consequences that would befall upon Plaintiff. Defendants' negligence, recklessness, and deliberate actions against Plaintiff in breaching their contractual duties, therefore, warrant the highest recourse available by the Court. Plaintiff did not deserve the significant damages, injuries, and losses caused to it by Defendants' wanton disregard for fulfilling its promises made to Plaintiff under the parties' oral and implied agreement, and so Plaintiff is entitled to relief from the Court against Defendants. Plaintiff deserves to be made whole again and recover what Defendants have caused it to lose; Plaintiff deserves to be paid for the work it performed on Defendants' project, and the amount plead for in this Complaint constitutes reasonable compensation for Plaintiff's labor under the oral and implied agreement of the parties.

#### **PRAYER FOR RELIEF**

WHEREFORE, Plaintiff, GOOD COMPANY, LLC, prays for judgment against Defendants, as follows:

- A. awarding Plaintiff all compensatory damages, including consequential and incidental damages, as a result of Defendants' wrongdoings, in an amount to be proven at trial and determined by the trier of fact, but totaling no less than \$1,200,000.00;
- B. awarding Plaintiff punitive damages against Defendants in an amount to be proven at trial and determined by the trier of fact;
- C. awarding Plaintiff attorney's fees, legal fees, and costs in an amount to be proven and determined at trial; and

D. awarding such further relief as the Court deems just, proper, and equitable under the circumstances.

DATED December 4, 2021.

**ALTIOREM LEGAL SERVICES, PLLC.**

/s/ Saul Goodman

Saul Goodman,

*Attorney for Plaintiff*

**SAMPLE**  
Altiorem Legal Services