

2005

Mischel Minnock v. Misty L. Fisher : Brief of Appellee

Utah Court of Appeals

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Stephen D. Spencer; Day Shell and Liljenquist, LC; Attorney for Appellee.

Recommended Citation

Brief of Appellee, *Minnock v. Fisher*, No. 20051128 (Utah Court of Appeals, 2005).

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IN THE COURT OF APPEALS FOR THE STATE OF UTAH

MISCHEL MINNOCK,

Defendant/Appellant

v.

MISTY L. FISHER,

Plaintiff/Appellee

Case No. 20051128-CA

BRIEF OF APPELLEE

APPEAL FROM JUDGMENT DENYING DEFENDANT'S *MOTION TO SET ASIDE DEFAULT JUDGMENT*, CASE NO. 040927544, IN THE THIRD JUDICIAL DISTRICT OF UTAH, SALT LAKE COUNTY, THE HONORABLE STEPHEN ROTH PRESIDING

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FILED
UTAH APPELLATE COURTS

IN THE COURT OF APPEALS FOR THE STATE OF UTAH

MISCHEL MINNOCK,

Defendant/Appellant

v.

MISTY L. FISHER,

Plaintiff/Appellee

Case No. 20051128-CA

BRIEF OF APPELLEE

APPEAL FROM JUDGMENT DENYING DEFENDANT'S *MOTION TO SET ASIDE DEFAULT JUDGMENT*, CASE NO. 040927544, IN THE THIRD JUDICIAL DISTRICT OF UTAH, SALT LAKE COUNTY, THE HONORABLE STEPHEN ROTH PRESIDING

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I. JURISDICTION

This brief of the Plaintiff/Appellee is submitted pursuant to Rule 24 of the Utah Rules of Appellate Procedure. The Utah Court of Appeals has jurisdiction of this matter pursuant to Utah Code Ann. § 78-2a-3 (2)(a) (2001), § 78-2a-3 (2)(j) (2001) and Rule 3 of the Utah Rules of Appellate Procedure.

II. STATEMENT OF THE APPLICABLE RULE

The application of Utah Rule of Civil Procedure 60(b) is directly at issue in this case.

III. STATEMENT OF THE ISSUE

Whether the trial court abused its discretion in denying Defendant/Appellant's 60(b) motion where Defendant/Appellant had been served with the summons and complaint under Rule 4; where Defendant/Appellant had received notice of the relevant hearing under Rule 5 and had failed to attend that hearing; and where the trial court did not find Defendant/Appellant credible on the issue of whether she knew about the hearing prior to the hearing or whether she had a meritorious defense. (Plaintiff/Appellee contends in the negative).

IV. STATEMENT OF THE CASE

On September 23, 2004 the parties entered into a written agreement whereby Defendant/Appellant sold Plaintiff/Appellee a 2003 Chevrolet Tahoe for the price of \$35,000.00. Under the terms of the written agreement, Plaintiff/Appellee was to make a

down payment of \$15,000.00 concurrent with delivery of the Chevrolet Tahoe on September 23, 2004. Thereafter, Plaintiff/Appellee was to pay one (1) monthly installment of \$2,000.00 followed by four (4) monthly installments of \$3,000.00, followed by three (3) monthly installments of \$2,000.00 until the balance of \$35,000.00 was paid to Defendant/Appellant by May of 2005. (See “Complaint,” filed December 29, 2004. See also: “Findings of Fact and Conclusions of Law”, entered July 5, 2005).

Plaintiff/Appellee took possession of the Chevrolet Tahoe on September 23, 2004 and paid Defendant/Appellant \$15,000.00 via money order concurrently therewith. Defendant/Appellant did not deliver a written title to the vehicle at that time. Defendant/Appellant did not inform Plaintiff/Appellee that a purchase money lien for the vehicle had already been given to General Motors Acceptance Corporation (GMAC) or that the payments for the vehicle were already in default at relevant times. Further, Defendant/Appellant did not inform Plaintiff/Appellee that Defendant/Appellant would not make payments to GMAC from the money Defendant/Appellant had received from Plaintiff/Appellee. (See: “Findings of Fact and Conclusions of Law”, entered July 5, 2005).

Plaintiff/Appellee paid an additional \$2,500.00 to Defendant/Appellant in October, 2004. Plaintiff/Appellee also paid sales tax for the purchase of the amount of \$1,185.50 to the State of Utah of which she has been refunded \$980.00, the difference being \$197.50. (See: “Affidavit of Plaintiff”, filed June 14, 2005).

In November 2004, Plaintiff/Appellee learned that Defendant/Appellant had given a purchase money lien in favor of GMAC and further, that Defendant/Appellant was in default on the promissory note and contract for Defendant/Appellant's purchase of the vehicle. In December 2004, Plaintiff/Appellee allowed GMAC or its agents to repossess the vehicle upon learning of its purchase money lien and that the remaining purchase money owed by Defendant/Appellant for the vehicle was approximately \$17,000.00. (See: "Findings of Fact and Conclusions of Law", entered July 5, 2005. See also: "Affidavit of Plaintiff", filed June 14, 2005).

This case was filed on December 29, 2004. Defendant/Appellant was personally served with process under Rule 4 on March 24, 2005. Defendant/Appellant's default was entered through default certificate on April 20, 2004. Pursuant to Utah Rule of Civil Procedure 55, this matter came for an evidentiary hearing on June 24, 2005, whereupon an order was made that Plaintiff/Appellee be granted a judgment for money against Defendant/Appellant for the reasons set forth in the written Findings of Fact and Conclusions of Law entered on July 5, 2005. Defendant/Appellant was not personally present at that hearing. The court clerk mailed notice of that hearing on May 24, 2005 to Defendant/Appellant at 7845 South Abercrombie Lane, West Jordan, Utah 84088. (See: "Notice." Plaintiff/Appellee's counsel also mailed a hearing brief titled, "Affidavit of Plaintiff" to that address on June 14, 2005. (See: "Affidavit of Plaintiff", filed June 14, 2005).

V. SUMMARY OF ARGUMENT

The trial court did not abuse its discretion in denying Defendant/Appellant's 60(b) motion where the trial court found that Defendant/Appellant was not credible on the issue of whether she received notice of the June 24, 2005 evidentiary hearing and did not find Defendant/Appellant credible on the issue of whether her defense to the action was meritorious.

VI. ARGUMENT

"A trial court has discretion in determining whether a movant has shown [Rule 60(b) grounds], and this Court will reverse the trial court's ruling only when there has been an abuse of discretion." *Franklin Covey Client Sales, Inc. v. Melvin*, 2000 UT App 110, ¶9, 2 P.3d 451 (alteration in original) (quoting *Ostler v. Buhler*, 957 P.2d 205, 206 (Utah 1998)). See also: *Katz v. Pierce*, 732 P.2d 92, 93 (Utah 1986).

An abuse of discretion is "against the clear weight of [the] evidence, and thus clearly erroneous." *Doelle v. Bradley*, 784 P.2d 1176 (Utah 1989).

Defendant/Appellant argues that there were "other reasons justifying relief from the operation of a judgment" under Utah Rule of Civil Procedure 60(b)(6), i.e. that she did not actually know of that hearing on June 24, 2005 until after the hearing had occurred. The trial court determined that Defendant/Appellant was not credible on the issue of whether she actually knew of the hearing at least five (5) days prior to the hearing as provided by Rule 5. Defendant/Appellant did not deny having received the

notice altogether but claims that she did not receive the notice until several weeks after it was dispatched. There was no dispute that the notice sent by the court clerk on May 24, 2005 was dispatched at the time stated and that it was dispatched to the correct address. Defendant/Appellant claimed that she did not actually receive the notice until July of 2005. The trial court did not find Defendant/Appellant credible on this issue and did not abuse its discretion in so doing where there was evidence that Defendant/Appellant would have known of the hearing.

Defendant contended that her defense was meritorious but the trial court did not agree. There was no dispute that the parties entered into a contract for the sale of the vehicle for \$35,000; that this amount was either consistent with the value or in excess of the value; that Plaintiff performed by paying \$17,500.00 under the terms of the contract at relevant times; and that Defendant failed to perform by delivering title to the vehicle. Defendant could not proffer that her conduct or any other evidence would show that she had intention to perform under the contract. The trial court did not find Defendant/Appellant credible on this issue and did not abuse its discretion in so doing where there was evidence that Defendant/Appellant took \$17,500.00 from Plaintiff/Appellee but then took no steps to pay her own purchase money lien on the vehicle that she had failed to disclose.

VII. CONCLUSION

Defendant/Appellant has failed to meet the standard of marshalling the evidence.

Alta Indus. Ltd. v. Hurst, 846 P.2d 1282, 1287 (Utah 1993). Wherefore, Plaintiff/Appellee prays that Defendant's Appellant's petition for a reversal of the order denying the motion to set aside the default judgment be denied.

DATED this 10 day of May, 2006.


Stephen D. Spencer
Attorney for Plaintiff/Appellee

CERTIFICATE OF SERVICE

I hereby certify that I am a partner or employee of Day Shell & Liljenquist L.C.
and that on this 16 day of May, 2006, I caused two (2) true and correct copies of
the foregoing **Appellee's Brief** to be placed in the U.S. mail, first class, postage prepaid,
to the following:

Kevin D. Swenson
SUITTER AXLAND, PLLC
8 East Broadway, Suite 200
Salt Lake City, UT 84111

Court; client



Vanessa Stewart
Paralegal for Stephen D. Spencer

ADDENDUM

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ATTACHMENT #1

FILE

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

MISTY L. FISHER,

Plaintiff,

v.

MISCHEL MINNOCK,

Defendant.

**FINDINGS OF FACT AND
CONCLUSIONS OF LAW**

Case No. 040927544
Judge Stephen Roth

THIS MATTER came for an evidentiary hearing on June 24, 2005, the Honorable Stephen Roth presiding. The issue at bar was that of Plaintiff's damages pursuant to Utah Rule of Civil Procedure 55. Those present included: Stephen D. Spencer, counsel for Plaintiff, and Plaintiff. Defendant did not appear personally or through counsel. Terry Pilon of Fun Unlimited II Inc. was also present as a witness. The Court reviewed the file in this matter and heard the proffers and arguments of counsel. Wherefore, being fully advised in the premises and for good cause appearing, the Court now makes and enters its Findings of Fact and Conclusions of Law as follows:

FINDINGS OF FACT

1. Defendant Mischell Minnock is a resident of Salt Lake County, State of Utah.
2. The relevant events alleged have occurred in Salt Lake County, State of Utah.

3. On September 23, 2004 the parties entered into a written agreement whereby Defendant sold Plaintiff a 2003 Chevrolet Tahoe for the price of \$35,000.00.

4. Under the terms of the written agreement, Plaintiff was to make a down payment of \$15,000.00 concurrent with delivery of the Chevrolet Tahoe on September 23, 2004. Thereafter, Plaintiff was to pay one (1) monthly installment of \$2,000.00 followed by four (4) monthly installments of \$3,000.00, followed by three (3) monthly installments of \$2,000.00 until the balance of \$35,000.00 was paid to Defendant by May of 2005.

5. Plaintiff took possession of the Chevrolet Tahoe on September 23, 2004 and paid Defendant \$15,000.00 via money order concurrently therewith. Defendant did not deliver a written title to the vehicle at that time.

6. Defendant did not inform Plaintiff that a purchase money lien for the vehicle had already been given to General Motors Acceptance Corporation (GMAC) or that the payments for the vehicle were already in default at relevant times. Further, Defendant did not inform Plaintiff that Defendant had no intention of making payments to GMAC from the money Defendant had received and was to receive from Plaintiff.

7. Plaintiff paid an additional \$2,500.00 to Defendant in October, 2004.

8. In November 2004, Plaintiff learned that Defendant had given a purchase money lien in favor of GMAC and further, that Defendant was in default on the promissory note and contract for Defendant's purchase of the vehicle.

9. In December 2004, Plaintiff allowed GMAC or its agents to repossess the vehicle upon learning of its purchase money lien and that the remaining purchase money owed by Defendant for the vehicle was approximately \$17,000.00.

10. Through the parties' actions described herein, each made a promise to perform for which consideration was given.

11. Plaintiff adequately performed under the parties' agreement by paying \$17,500.00 to Defendant at relevant times.

12. Defendant breached the parties' agreement, *inter alia*, by failing to deliver title to the vehicle.

13. As a direct result of Defendant's breach of the parties' agreement, Plaintiff has been harmed in the amount of \$17,500.00.

14. Through her actions described herein, Defendant made a representation concerning a presently existing material fact; which was false; which Defendant either knew to be false, or made recklessly, knowing that she had insufficient knowledge upon which to base such representation; for the purpose of inducing Plaintiff to act upon it, to wit: that Defendant would deliver title to the Chevrolet Tahoe to the Plaintiff.

15. Plaintiff, acting reasonably and in ignorance of its falsity; did in fact rely upon it and was thereby induced to act to her injury and damage in the amount of \$17,500.00.

16. Through her acts and omissions described herein, Defendant failed to disclose information that was material to Plaintiff's decision to enter the parties' agreement, to wit: that GMAC had a purchase money lien on the Chevrolet Tahoe; that the payments under Defendant's purchase money contract with GMAC were in default; that Defendant had no intention of using monies paid by the Plaintiff to satisfy Defendant's obligation to GMAC.

17. The nondisclosed information was material to the formation of the agreement.

18. The nondisclosed information was known to the Defendant at relevant times.

19. Defendant had a legal duty to communicate with Plaintiff regarding the lien in favor of GMAC and Defendant's obligation to GMAC that was in default at relevant times.

20. Plaintiff has conferred a benefit on Defendant.

21. Defendant has knowledge of the benefit conferred by Plaintiff.

22. There has been an acceptance or retention by the Defendant under such circumstances as to make it inequitable for the Defendant to retain the benefit without payment of its value.

23. Through Defendant's acts as described herein, Defendant has intentionally and without lawful justification deprived Plaintiff use and possession of \$17,500.00.

24. Defendant's use of Plaintiff's property is inconsistent with the Plaintiff's rights.

25. Plaintiff has paid sales tax for the purchase of the amount of \$1,185.50 to the State of Utah of which she has been refunded \$980.00, the difference being \$197.50.

26. Plaintiff has incurred a cost of the filing fee in this action in the amount of \$155.00.

CONCLUSIONS OF LAW

27. Defendant has breached a contract with Plaintiff; has defrauded Plaintiff; and has been unjustly enriched at Plaintiff's expense. Defendant's conduct has been willful and malicious.

28. Plaintiff should be granted a judgment against Defendant in the amount of \$17,500.00 as consequential damages.

29. Plaintiff should be granted a judgment against Defendant for \$17,500.00 as punitive damages to deter future conduct and because Defendant's conduct has been knowing and in reckless disregard for the rights of others.

30. Plaintiff should be granted a judgment against Defendant for Motor Vehicle Fees and Sales Tax that have not been recovered in the amount of \$197.50.

31. Plaintiff should be granted a judgment against Defendant for costs in the amount of \$155.00.

32. The grand total of Plaintiff's Judgment against Defendant should be \$35,352.50.

DATED this _____ day of _____, 2005.

BY THE COURT:

The Honorable Stephen Roth
Third District Court Judge

CERTIFICATE OF MAILING

I hereby certify that I am an employee or partner of Day Shell & Liljenquist L.C. and that I caused a true and correct copy of the foregoing Findings of Fact and Conclusions of Law to be placed in the United States Mail, first class, postage prepaid, to the following:

Mischel Minnock
7845 South Abercrombie Lane
West Jordan, UT 84088

Court; client

ON this 24 day of June, 2005.



Vanessa Stewart
Paralegal for Stephen D. Spencer

ATTACHMENT #2

Stephen D. Spencer (8913)
DAY SHELL & LILJENQUIST, L.C.
Attorney for Plaintiff
45 East Vine Street
Murray, UT 84107
Telephone: (801) 262-6800
Fax : (801) 262-6758

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

MISTY L. FISHER,

Plaintiff,

v.

MISCHEL MINNOCK,

Defendant.

AFFIDAVIT OF PLAINTIFF

Case No. 040927544
Judge Stephen L. Henriod

STATE OF UTAH)
ss:)
COUNTY OF SALT LAKE)

COMES NOW Plaintiff, Misty L. Fisher, being first duly sworn upon her oath, hereby deposes and says as follows:

1. On September 23, 2004, I entered into a written agreement with Defendant Mischel Minnock in which she sold me a 2003 Chevrolet Tahoe for the price of \$35,000.00. (See "Exhibit A" attached hereto. written agreement.)

2. Under the terms of said agreement, I was to make a down payment of \$15,000.00 concurrent with delivery of the Chevrolet Tahoe on September 23, 2004. Thereafter I was to pay one (1) monthly installment of \$2,000.00 followed by four (4) monthly installments of

\$3,000.00 followed by three (3) monthly installments of \$2,000.00 until the balance of \$353,000.00 was paid to Defendant by May of 2005.

3 I took possession of the Chevrolet Tahoe on September 23, 2004 and paid Defendant \$15,000.00 via money order at the same time. Defendant did not deliver a written title to the vehicle to me at that time.

4 I paid an additional \$2,500.00 to Defendant in October, 2004.

5 I paid \$1,184.50 cash to the Utah State Tax Commission for taxes, registration and fees. (See "Exhibit B" Utah State Tax Commission receipt dated 10/13/2004.) When I did not receive the title and the car was repossessed, I filed a claim for Refund of Motor Vehicle Fees or Sales Tax (\$1,185.50) attached hereto as "Exhibit C."

6 Defendant did not inform me that a purchase money lien for the vehicle had already been given to General Motors Acceptance Corporation (GMAC) or that the payments for the vehicle were already in default at relevant times. I allowed GMAC or its agents to repossess the vehicle upon learning of its purchase money lien and that the remaining purchase money owed by Defendant for the vehicle was substantially in excess of its fair market value.

7 In November 2004, I learned that Defendant had previously given a purchase money lien in favor of GMAC that had not theretofore been satisfied. Further, I learned that Defendant was in default on the promissory note and contract for Defendant's purchase of the vehicle.

8 In December 2004, I allowed GMAC or its agents to repossess the vehicle upon learning of its purchase money lien and that the remaining purchase money owed by Defendant for the vehicle was substantially in excess of its fair market value. "Exhibit D" the repossession

invoice from Fun Unlimited II Inc. is attached hereto as proof of the repossession and is incorporated by this reference.

9. Defendant paid none of the purchase money she received from me to GMAC in an effort to satisfy that lien. (\$15,000.00 on September 23, 2004 and \$2,500.00 in October, 2004).

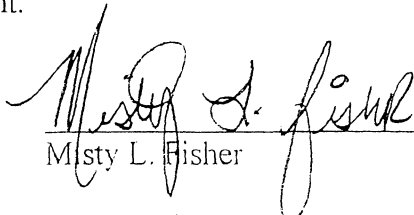
10. I know the Defendant to have a considerable income. I estimate Defendant's income to be over \$100,000.00 per year. Defendant has a Humvee automobile and a Mazda automobile.

11. Defendant and I were friends/acquaintances who knew each other through our place of employment. I trusted the Defendant and was not concerned that she would defraud me because of our relationship.

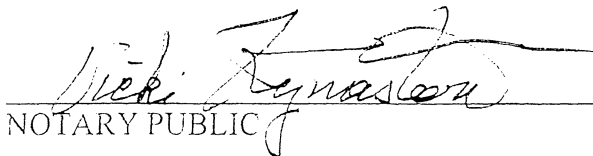
12. Defendant has injured me by depriving me of the use and possession of \$17,500.00, as well as depriving me of the use and possession of the 2003 Chevrolet Tahoe that I was purchasing from her.

13. As a result of Defendant's actions I have also had the added inconvenience, stress, and financial strain of filing suit against her.

14. Further, affiant saith naught.


Misty L. Fisher

SUBSCRIBED and SWORN before me this 12 day of June, 2005.


NOTARY PUBLIC

CERTIFICATE OF MAILING

I hereby certify that I am an employee or partner of Day Shell & Liljenquist L C and that
I caused a true and correct copy of the foregoing Affidavit to be placed in the United States Mail.
first class, postage prepaid, to the following

Mischel Minnock
7845 South Abercrombie Lane
West Jordan, UT 84088

Court, client

ON this 13 day of June, 2005

Vanessa Stewart

Vanessa Stewart
Paralegal to Stephen D Spencer

Exhibit A
Purchase Agreement 09/23/04

Untitled

I Mishe! Minnock sold my 2003 Chevorlet Tahoe VIN # 1gnek13z83r303941 to Misty Fisher on september 23 of 2004

Buyer Misty Fisher

Seller

1912-2400

1912-2400

1912-2400
1912-2400
1912-2400

1912-2400

Untitled

I Mishel Minnock sold my 2003 Chevorlet Tahoe VIN # 1gnek13z83r303941 to Misty Fisher on september 23 of 2004 for the price of 35,000. I got a check in the amount of 15,000 on september 23 2004. with a agreement that she will be making minimum paypents of 2,000 dollars a month untill the month of november then the payment will be 3,000 a month. Then in the month of march it will drop back down to 2,000 a month. payment is to be recived no later then the 20th of each month. the payment schedual is as follows

September 15,000
October 2,000
November 3,000
December 3,000
January 3,000
Febuary 3,000
march 2,000
April 2,000
May 2,000

Buyer

Misty d. Fisher

Seller

Mishel Minnock

Exhibit B

Utah State Tax Commission receipt dated 10/13/2004

2004287212006U026



Receipt

Page 1 of 1

Transaction Information

Unit Number	VIN/HIN	Year	Make	Plate #	Decal #	Permit #	Placard #	Amount	
	1GNEK13Z83R303941	2003	CHEVROLET						
TITLE A VEHICLE WITH A UTAH TITLE (MV)									
								MOTOR VEHICLE TITLE	\$6.00
								STATE SALES TAX	\$712.50
								LOCAL SALES TAX	\$150.00
								ZOO, CULTURAL TAX	\$15.00
								COUNTY OPTIONS SALES TAX	\$37.50
								MASS TRANSIT TAX	\$75.00
								Subtotal	\$996.00
	1GNEK13Z83R303941	2003	CHEVROLET						
KI UTAH PASSENGER/LT TRUCK									
								INSURANCE DATABASE FEE	\$1.00
								MV DRIVERS EDUCATION	\$2.50
								PLATE FEE	\$5.00
								COUNTY ASSESSED FEE CURRENT YEAR	\$150.00
								SALT LAKE COUNTY FLEXIBLE PASSENGER	\$3.00
								PASSENGER REGISTRATION..	\$22.00
								Subtotal	\$183.50
	1GNEK13Z83R303941	2003	CHEVROLET			P000299058			
TEMPORARY PERMIT 30 DAY									
								TEMPORARY PERMIT MV	\$6.00
								Subtotal	\$6.00
TOTAL DUE								\$1,185.50	

Fees and Payment Summary

Total Fees For All Transactions	\$1,185.50
LIANCE	\$15.00
SH	\$1,200.50

Balance Due \$0.00

Exhibit C
Refund of Motor Vehicle Fees or Sales Tax



Utah State Tax Commission

Claim for Refund of Motor Vehicle Fees or Sales Tax

(Instructions on reverse side)

TC-55A
Rev. 8/02

Name

Misty Fisher

License plate/Assigned number

P000299058

Address

641 West North Temple #41

VIN/HIN

1GNEK13Z83R303941

City

Salt Lake City

State

Utah

Zip code

84116

Daytime Telephone no.

801-879-5264

1. Amount of sales tax or license fees paid

\$ 1,185.50

2. Correct amount of sales tax or license fee as computed by taxpayer

\$

3. Amount claimed as a refund (subtract amount on line 1 from line 2)

\$ 1,185.50

I believe that this claim should be allowed for the following reasons: (use reverse side if needed)

I was unable to get a title for such said vehicle so I relinquished it back to Mishel Lee Minnock.
Therefore I am entitled to a refund.

Under penalties of perjury, I declare that I have examined this claim and to the best of my knowledge and belief it is true, correct and complete.

Signature

Title

Date

1-5-05

For Motor Vehicle Branch Office Use Only

Returned plate #:

Decal #:

Registration month/year:

TXID:

For Tax Commission/Motor Vehicle Special Services Use Only

Checked by

Date

Approved by

Date

Transaction #:

Motor vehicle fees

\$

Sales tax

\$

Total amount of refund
as computed by the Utah
State Tax Commission

\$

Breakdown of refund by account



Motor Vehicle



Watercraft/Off-highway

Indicate for each account listed below the amount of the refund approved by the examining officer.

Account type	Amount of refund
Registration fees	\$
Title	\$
Driver's Ed.	\$
Insurance Data	\$
Personalized Plate Fee	\$
Plate Fee	\$
Postage	\$

Account type	Amount of refund
IRP	\$
DUI	\$
BUI	\$
Impound	\$
Insurance Revocation	\$
RPS/Internet Fall Outs	\$
Other:	\$

Registration canceled?

☐ Yes ☐ No

Date canceled:

TXID:

Exhibit D

Repossession invoice from Fun Unlimited II Inc. 12/12/2004

8076 South 1460 West #4
West Jordan, Utah 84088

Date	Invoice #
12/12/2004	10434

Bill To
Misty Fisher 641 West North Temple #41 Salt Lake City, Utah 84116

Ship To	

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
			12/12/2004			
Quantity	Item Code	Description			Price Each	Amount
1	Repo	Repossession VIN # 1GNEK13Z83R303941			275.00	275.00
27.2	Mileage	Mileage			2.50	68.00

3343.00

ATTACHMENT #3

rs mailed
to client
5-26-05

3RD DISTRICT COURT - SALT LAKE COURT
SALT LAKE COUNTY, STATE OF UTAH

MISTY L FISHER,	:	NOTICE OF
Plaintiff,	:	DAMAGE HEARING
	:	
vs.	:	Case No: 040927544 CN
	:	
MISCHEL MINNOCK,	:	Judge: STEPHEN ROTH
Defendant.	:	Date: May 24, 2005

DAMAGE HEARING is scheduled.

Date: 06/24/2005

Time: 09:00 a.m.

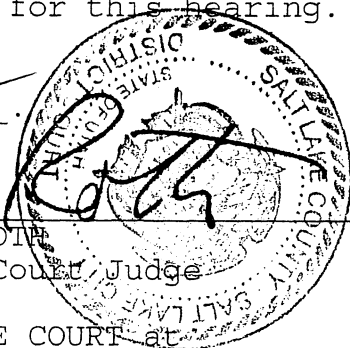
Location: Third Floor - W35
THIRD DISTRICT COURT
450 SOUTH STATE
SLC, UT 84114-1860

Before Judge: STEPHEN ROTH

Plaintiff has requested an evidentiary hearing on the issue of damages. The Court has set aside 60 minutes for this hearing.

Dated this 24th day of May 2005.

SC. ROTH
STEPHEN ROTH
District Court Judge



IF YOU NEED AN INTERPRETER, PLEASE NOTIFY THE COURT at 238-7338 (five days before your hearing, if possible). In all criminal cases and in some other proceedings, the court will arrange for the interpreter and will pay the interpreter's fees. You must use an interpreter from the list provided by the court.

Case No: 040927544
Date: May 24, 2005

In compliance with the Americans with Disabilities Act, individuals needing special accommodations (including auxiliary communicative aids and services) during this proceeding should call Third District Court-Salt Lake at 238-7500 at least three working days prior to the proceeding.

Case No: 040927544
Date: May 24, 2005

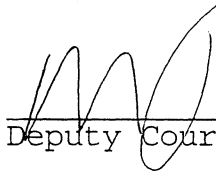
CERTIFICATE OF NOTIFICATION

I certify that a copy of the attached document was sent to the following people for case 040927544 by the method and on the date specified.

METHOD NAME

Mail	MISCHEL MINNOCK DEFENDANT 7845 SOUTH ABERCROMBIE LANE W JORDAN, UT 84088
Mail	STEPHEN D SPENCER ATTORNEY PLA 45 E VINE ST MURRAY UT 84107

Dated this 24th day of May, 2005.



Deputy Court Clerk