

FILED DISTRICT COURT
Third Judicial District

AUG 02 2012

SALT LAKE COUNTY
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**IN THE THIRD DISTRICT COURT
SALT LAKE COUNTY, STATE OF UTAH**

<p>PEACEHEALTH, a Washington non-profit corporation, Plaintiff, vs. MAZUMA CAPITAL CORP, a Utah corporation, REPUBLIC BANK, INC. a Utah corporation. Defendants.</p>	<p>COMPLAINT AND JURY DEMAND DISCOVERY TIER 3</p> <p>No. 120905254 Judge Naughtan</p>
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\$360
\$250

Plaintiff PeaceHealth complains against Defendants Mazuma Capital Corp ("Mazuma") and Republic Bank, Inc. as follows:

NATURE OF THE CASE

1. This case is one of several lawsuits against Mazuma alleging fraudulent inducement and misrepresentations in conjunction with a lease agreement. As discussed below, Mazuma's basic scheme involves the use of a purchase, renewal, or return ("PRR") provision in its equipment leases. The PRR provision assures the customer that it will have three options at the end of its initial lease term: (1) to purchase the equipment at the end of the initial term of the lease in exchange for a reasonable price; (2) to renew the lease for an additional 12-month term

at a specified rate; or (3) to return the equipment to Mazuma, in which case equipment of equal value must then be leased from Mazuma.

2. While Mazuma promises the customer three options under its contract, the reality is that Mazuma has no intention of ever allowing a customer to purchase the equipment at the end of their initial lease term. Thus, instead of negotiating the purchase price in good faith as Utah law requires, Mazuma forces the customer to automatically renew the agreement by setting an unreasonably high purchase price that has no relationship to the product's actual market value or appraised value. Mazuma also has practice of engaging in this tactic even though it knows that its agents have promised the customer that it would have the ability to repurchase the equipment at the end of the lease for approximately 10-15% of the equipment's original value. In many instances, Mazuma will also assign its leases to Republic Bank so that the Defendants can disavow any prior promises or representations made by Mazuma's sales agents during the negotiation process.

3. Mazuma's scheme is not new, and has been perpetuated by series of individuals and predecessor companies that are believed to share common ownership, management, or employees with Mazuma. Mazuma's predecessors include Amplicon, Inc., Matrix Funding Corporation, and Applied Financial, LLC, all of whom have been discussed in litigation and news articles published in the *Wall Street Journal* and *The Deseret News*. The PRR practice of fraudulently inducing customers has further been scrutinized by a Maryland federal district court in the case of House of Flavors, Inc. v. TFG-Michigan, L.P., 719 F. Supp.2d 100 (D. Me. 2010).

4. PeaceHealth is one of many consumers that have been affected by the Defendants' fraudulent business practices, and have been forced to make unnecessary lease payments as a result of Defendants' refusal to negotiate the purchase in good faith. PeaceHealth brings this action seeking damages for Mazuma's fraudulent inducement of contract, the

Defendants' violation of the covenant of good faith and fair dealing, and breach of their agents' promises, along with declaratory relief to determine the fair purchase price.

PARTIES, JURISDICTION, AND VENUE

5. Plaintiff PeaceHealth is a Washington non-profit corporation formed in 1976 to carry on the healthcare ministry of the Sisters of St. Joseph of Peace. It operates a regional health care system that serves both urban and rural communities located throughout Washington, Oregon, and Alaska.

6. Defendant Mazuma Capital Corp ("Mazuma") is a Utah corporation with its primary place of business located at 13997 South Minuteman Drive, Suite 200, Draper, Utah 84020.

7. Defendant Republic Bank, Inc. is a Utah corporation with its primary place of business located at 156 S. Renaissance Towne Drive, Suite 260, Bountiful, Utah 84010.

8. Jurisdiction and venue are proper in this Court pursuant to Utah Code Ann. § 78B-3-304 in that the defendant resides within this district and has transacted business within this district.

GENERAL ALLEGATION

9. In late 2008, PeaceHealth received an unsolicited telephone call from Kathy Gilbert, who identified herself as a Senior Account Executive with Mazuma. Ms. Gilbert offered to lease certain equipment to Peacehealth that was necessary to operate various software programs utilized in PeaceHealth's business. Ms. Gilbert was subsequently placed in contact with Roshan Parikh, PeaceHealth's Treasury Director, in order to discuss a possible transaction.

10. Over the following months, Mr. Parikh, Ms. Gilbert, and Matt Burrows (Mazuma's Executive Vice President of Sales) engaged in series of negotiations regarding the proposed lease transaction. During these conversations, Ms. Gilbert and Mr. Burrows repeatedly emphasized that the transaction would be structured as a three-year lease, with the option to

purchase the equipment for residual market value at the end of the three-year term. Ms. Gilbert and Mr. Burrows further provided guidance on how to structure the lease as an “operating lease,” which would allow PeaceHealth to avoid booking a liability on its balance sheet, as compared to a capital lease treatment that would be required if the residual value were stated.

11. Throughout these discussions, Mr. Parikh made clear that PeaceHealth intended to acquire the equipment at the end of the three-year term. Accordingly, Mr. Parikh requested that Mazuma provide a specific buy-out figure or methodology for determining the purchase price at the end of the three-year lease, such as through a mandatory arbitration or appraisal process. Mazuma, however, refused to agree to an arbitration or appraisal procedure, claiming that such a process “would be far too costly for a company of its size.”

12. Ms. Gilbert and Mr. Burrows further represented that there was no need for a formal valuation process since the equipment would be “essentially worthless” at the end of the three-year lease, and could therefore, be sold at approximately 10-15% of its original value. Indeed, Mr. Burrow remarked the equipment would only “be good for a boat anchor” at the end of three-year term.

13. Ms. Gilbert and Mr. Burrows further provided a written “Accounting Classification” document which confirmed that Mazuma’s prior representations that the equipment would only have a small residual value of at the end of the lease’s three-year term. Specifically, the document represented that the equipment would have an estimated five year economic useful life and that the estimated present value of PeaceHealth’s minimum lease payments over the three-year lease period was approximately 89.03% of the fair value of the leased property. Thus, Mazuma’s accounting explanation confirmed its agents’ prior statements that the residual value of the property would be minimal at the end of the three-year term.

14. Based upon Mazuma's representations, as well as the anticipated accounting treatment associated with leasing the equipment as opposed to simply purchasing it outright, PeaceHealth decided to accept the proposed terms and proceed with the execution of a lease.

15. On or about February 18, 2009, PeaceHealth and Mazuma entered into Master Lease Agreement No. MCC1110. Peacehealth and Mazuma subsequently executed four additional schedules to the Master Lease, pursuant to which Mazuma financed the purchase of certain hardware and software systems to be used in PeaceHealth's business. These schedules included:

- a) Lease Schedule No. 91-01 executed on or about February 18, 2009;
- b) Lease Schedule No. 91-02 executed on or about February 18, 2009;
- c) Lease Schedule No. 91-04 executed on or about March 24, 2009;
- d) Lease Schedule No. 93-05 executed on or about July 8, 2009;

16. PeaceHealth complied with all of its duties and obligations under the Master Lease and related schedules, including its payment obligations.

17. On or about August 5, 2009, Mazuma provided written notice that it had assigned Lease Schedules No. 91-04 and No. 93-05 to Republic Bank. PeaceHealth continued to comply with its duties and obligations under the Master Lease and related schedules following the assignment.

18. On approximately January 12, 2012, Peacehealth provided notice of its intent to purchase the equipment that was subject to Schedule No. 91-01. Consistent with Mazuma's earlier representations during the negotiations, PeaceHealth offered to buy the subject equipment for \$97,991, or approximately 10% of its original value.

19. Mazuma did not timely respond to PeaceHealth's offer, despite repeated calls and inquiries. Ms. Gilbert, however, did eventually contact Mr. Parikh via email on February 15, 2012, in which she stated that the offer had been rejected and that Mazuma would be more

inclined to work with PeaceHealth if PeaceHealth would lease additional equipment from Mazuma. Ms. Gilbert then immediately sent another email the following day, February 16, 2012, in which she informed Mr. Parikh that she had been “chewed out for corresponding” with him through email and that she has “no authority” to make any statements.

20. On February 27, 2012, PeaceHealth provided written notice of its intent to purchase the remaining equipment under Lease Schedules Nos. 91-02, 91-04, and 93-05 at the conclusion of their respective initial lease terms. Mazuma did not respond to PeaceHealth’s notice to purchase the remaining equipment, despite repeated calls and inquiries.

21. On March 19, 2012, Mazuma finally responded to PeaceHealth’s original offer to purchase the equipment governed by Schedule No. 91-01. Although Mazuma had previously represented that the equipment would be sold for approximately 10% of its original value at the conclusion of the lease term, Mazuma now demanded \$312,182.44 – approximately three times the previously represented value and the equivalent of nearly an entire year of additional lease payments. As such, Mazuma’s offer was really no offer at all since it was the equivalent of a continuation of the lease.

22. PeaceHealth later presented a counteroffer and a methodology to Mazuma for consideration with respect to the property governed by Schedule No. 91-01. Mazuma, however, rejected the offer and refused to provide rationale for its demand.

23. Mazuma also failed to respond to PeaceHealth’s notice of intent to purchase under Lease Schedules Nos. 91-02, 91-04, and 93-05 despite repeated calls and inquiries. Accordingly, on June 19, 2012, PeaceHealth sent an email to Mr. Burrows and Ms. Gilbert in which it offered to purchase the remaining equipment at the following prices at the conclusion of the initial lease term:

Lease No. 91-02: \$110,000

Lease No. 91-04: \$68,000

Lease No. 93-05: \$54,000

24. PeaceHealth's offer was consistent with Mazuma's prior representations that the equipment would have only a 10-15% residual value at the conclusion of the initial lease term and would have provided a generous yield to Mazuma under any commercial standard. Mazuma, however, rejected the offer to sell and demanded the following amounts:

Lease No. 91-02: \$392,306.68

Lease No. 91-04: \$241,887.04

Lease No. 93-05: \$119,256.00

25. In each instance, the purchase price offered by Mazuma was more than what PeaceHealth would be obligated to pay for an additional 12-month extension of the lease and substantially more than the small residual value originally discussed by the parties. Thus, Mazuma's offer was essentially no offer at all, since it was the equivalent of a continuation of the lease.

26. PeaceHealth has continued to make lease payments, under protest, in order to avoid an alleged default under the Master Lease.

27. On information and belief, Mazuma has a custom and practice of representing to its customers that they will be able to purchase the equipment for 10-15% of its original value at the end of the initial lease term, which it rarely, if ever, honors. Mazuma has previously been involved in lawsuits and disputes with other customers who report identical representations by Mazuma's sales team, including the specific representation that the equipment will be subject to repurchase at 10-15% of its original value.

28. On information and belief, Mazuma has a custom and practice of deceptively using the PRR provision to force its lessees to extend the term of their initial lease for an additional lease period by refusing to negotiate the purchase in good faith. In particular,

Mazuma has a custom and practice of offering its customers a purchase price that either correlates to or exceeds an additional year of lease payments.

29. On information and belief, Mazuma also has a custom and practice of assigning its leases to Republic Bank, and then utilizing the Bank's status as an assignee to force an extension of the lease. Specifically, PeaceHealth is informed, and therefore alleges, that Mazuma and Republic Bank have engaged in a systematic practice in which Mazuma: (i) negotiates a lease containing a PRR provision; (ii) represents to the customer during the negotiations that the equipment may be purchased at the end of the initial lease term for 10-15% of its original value; and (iii) subsequently assigns the lease to Republic Bank. At the end of the initial lease term, Republic Bank, as assignee, then: (i) disclaims Mazuma's earlier representations; (ii) rejects the lessee's proposed purchase price; (iii) asserts an absolute right to reject the price; and (iv) insists upon a purchase price that is greater than the cost to renew the lease, thereby forcing the customer to renew.

30. Neither Mazuma, nor its successors or assigns, including Republic Bank, ever intended to perform on Option No. 1 or No. 3 of the PRR provision, but instead, are acting in concert to ensure that customers such as PeaceHealth are forced to extend their leases beyond the initial lease term.

31. As a direct and proximate result of Defendants' conduct and misrepresentations, PeaceHealth has been damaged in an amount to be proven at trial.

FIRST CAUSE OF ACTION
(Fraud in the Inducement – PeaceHealth v. Mazuma)

32. PeaceHealth incorporates the preceding allegations by reference.

33. Mazuma, through its authorized agents, Mr. Burrows and Ms. Gilbert, made a false representation of material fact in order to induce PeaceHealth into entering into the Master Lease and related Lease Schedules. Specifically, Mr. Burrows and Ms. Gilbert represented to

Mr. Parikh that PeaceHealth would be allowed to purchase the leased equipment for approximately 10-15% of its original fair market value at the conclusion of the initial three-year lease term if PeaceHealth entered into a lease agreement with Mazuma.

34. Mazuma knew that it had no intention of selling the equipment to PeaceHealth at 10% of its original fair market value at the time Mr. Burrows and Ms. Gilbert made these statements. At the time Mazuma made this misrepresentation, Mazuma knew that the statement was false, or at a minimum, made the statement recklessly and without regard for its truth.

35. Mazuma intended that PeaceHealth would rely upon the statement, and made the representation with the intent of inducing PeaceHealth to enter into a lease agreement.

36. PeaceHealth reasonably relied upon the statement and has made substantial payments to Mazuma as a result of its misrepresentations.

37. PeaceHealth has suffered damages as a result of Mazuma's conduct in an amount to be proven at trial.

38. The actions of Mazuma were sufficiently willful, fraudulent, and / or malicious, such that punitive damages should be awarded. PeaceHealth is further entitled to its costs and attorneys' fees to the extent allowed by applicable law.

SECOND CAUSE OF ACTION
(Negligent Misrepresentation – PeaceHealth v. Mazuma)

39. PeaceHealth incorporates the preceding allegations by reference.

40. Mazuma, through its authorized agents, Mr. Burrows and Ms. Gilbert, represented to Mr. Parikh that PeaceHealth would be allowed to purchase the leased equipment for approximately 10% of its original fair market value at the conclusion of the initial three-year lease term if PeaceHealth entered into a lease agreement with Mazuma.

41. This representation of material fact was not true, as Mazuma knew that it had no intention of selling the equipment to PeaceHealth at 10-15% of its original fair market value at the time Mr. Burrows and Ms. Gilbert made these statements.

42. Mazuma failed to use reasonable care in making its representations, and was in a better position than PeaceHealth to know the true facts. Mazuma also had a financial interest in the transaction and would benefit from PeaceHealth entering into a lease agreement on terms that were not to be honored.

43. Mazuma intended that PeaceHealth would rely upon the statements and made the representation with the intent of inducing PeaceHealth to enter into a lease agreement.

44. PeaceHealth reasonably relied upon the statement and has made substantial payments to Mazuma as a result of its misrepresentations.

45. PeaceHealth has suffered damages as a result of Mazuma's conduct in an amount to be proven at trial.

46. The actions of Mazuma were sufficiently willful, fraudulent, and / or malicious, such that punitive damages should be awarded. PeaceHealth is further entitled to its costs and attorneys' fees to the extent allowed by applicable law.

THIRD CAUSE OF ACTION

(Breach of the Covenant of Good Faith and Fair Dealing – Against All Defendants)

47. PeaceHealth incorporates the preceding allegations by reference.

48. In every contract there exists an implied covenant of good faith and fair dealing, which obligates the parties to deal with each other fairly. Under the covenant of good faith and fair dealing, Mazuma has implicitly promised that it will not do anything intentionally to injure Peacehealth's right to receive the benefits of its contract.

49. Republic Bank is an assignee of Mazuma's obligations under Lease Schedules No. 91-04 and No. 93-05, and therefore, has assumed Mazuma's obligations and must carry out its duties in good faith.

50. Defendants have breached the covenant of good faith and fair dealing by acting in bad faith, and in particular, by failing to negotiate a purchase price for the equipment in good faith. In doing so, Defendants have intentionally prevented PeaceHealth from achieving the benefits of its bargain.

51. PeaceHealth has been damaged by Defendants' conduct, in an amount to be determined at trial. PeaceHealth is further entitled to its costs and attorneys' fees to the extent allowed by applicable law.

FOURTH CAUSE OF ACTION
(Promissory Estoppel – PeaceHealth v. Mazuma)

52. PeaceHealth incorporates the preceding allegations by reference.

53. Mazuma, through its authorized agents, Mr. Burrows and Ms. Gilbert, promised that PeaceHealth would be allowed to purchase the leased equipment for approximately 10% - 15% of its original fair market value at the conclusion of the initial three-year lease term if PeaceHealth entered into a lease agreement with Mazuma.

54. PeaceHealth relied upon this promise to its detriment. In particular, PeaceHealth has paid substantial sums to Mazuma in order to lease the subject property, and did not pursue other financing and purchase options that would have been available to PeaceHealth in the absence of Mazuma's promises.

55. In light of the negotiations between Mazuma and PeaceHealth, and specifically, the statements, explanations, and representations made during those negotiations, PeaceHealth's reliance upon Mazuma's promises was reasonable. Mazuma expected, or should have expected, PeaceHealth to rely upon its promises pertaining to the end-of-term purchase price.

56. PeaceHealth has been damaged by Mazuma's conduct, in an amount to be determined at trial. PeaceHealth is further entitled to its costs and attorneys' fees to the extent allowed by applicable law.

FIFTH CAUSE OF ACTION
(Declaratory Relief – Against All Defendants)

57. PeaceHealth incorporates the preceding allegations by reference.

58. There is a real and actual controversy between PeaceHealth and the Defendants concerning the terms of the Master Lease and the agreed-upon purchase price of the equipment at the expiration of the initial lease term. This controversy is ripe for judicial determination.

59. PeaceHealth is entitled to an order from the Court declaring that PeaceHealth has the right to purchase the subject equipment for fair value, at a price to be determined by the Court. PeaceHealth is further entitled to an order directing the Defendants to sell the equipment to PeaceHealth at the judicially determined price, with credit and / or offset being given to PeaceHealth for all amounts paid to the Defendants during the duration of the lease and litigation.

60. In the alternative, PeaceHealth is entitled to order of the Court declaring that the PRR provisions in the Master Lease are illusory, unconscionable, and / or illegal.

61. PeaceHealth is further entitled to its costs and attorneys' fees to the extent allowed by applicable law.

PRAYER FOR RELIEF

Wherefore, PeaceHealth requests relief as follows:

A. On its First Cause of Action, for actual and punitive damages from Mazuma in an amount to be proven at trial;

B. On its Second Cause of Action, for actual and punitive damages from Mazuma in an amount to be proven at trial;

C. On its Third Cause of Action, for damages against all Defendants in an amount to be proven at trial;

D. On its Fourth Cause of Action, for damages from Mazuma in an amount to be proven at trial;

E. On its Fifth Cause of Action, for an order of the Court declaring the parties' rights and responsibilities under the Master Lease, declaring that PeaceHealth has the right to purchase the subject equipment for fair value, declaring the purchase price for the equipment, directing the Defendants to sell the equipment to PeaceHealth at the judicially determined price within thirty (30) days of the Court's order, and awarding PeaceHealth a credit or offset for all amounts paid to Defendants during the duration of the lease and litigation; or in the alternative, for an order of the Court declaring that the PRR provisions in the Master Lease are illusory, unconscionable, and / or illegal.

F. For any other relief necessary to carry out the Court's declarations;

G. For attorneys' fees and costs to the extent allowed by applicable law;

H. For any other relief the Court deems just or equitable under the circumstances.

JURY DEMAND

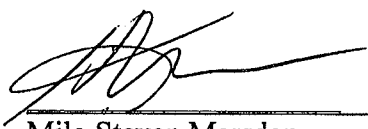
PeaceHealth demands a trial by jury on all claims triable as a matter of right, and has tendered the requisite fee.

DISCOVERY TIER

This case should be designated as a Tier 3 case for purposes of discovery.

DATED this 2nd day of August, 2012.

DORSEY & WHITNEY LLP

By: 
Milo Steven Marsden
Kimberly Neville
Attorneys for Plaintiff

Cover Sheet for Civil Actions

Interpretation. If you do not speak or understand English, contact the court at least 3 days before the hearing or mediation, and an interpreter will be provided.

Interpretación. Si usted no habla o entiende el Inglés contacte al tribunal por lo menos 3 días antes de la audiencia o mediación y le proveerán un intérprete.

Plaintiff/Petitioner (First)

PeaceHealth

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First Plaintiff/Petitioner's Attorney*

Milo Steven Marsden

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Defendant/Respondent (First)

Mazuma Capital Corp

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First Defendant/Respondent's Attorney*

Name

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Defendant/Respondent (Second)

Republic Bank, Inc

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Address

Bountiful, Utah 84010

City, State, Zip

Phone

Email

Second Defendant/Respondent's Attorney*

Name

Bar Number

*Attorney mailing and email addresses provided by Utah State Bar.

Total Claim for Damages \$ 300,000+ **Jury Demand** Yes No **\$250** Jury Demand

Schedule of Fees: §78a-2-301 (Choose all that apply. See Page 2 for fees for claims other than claims for damages.)

PLEASE CHOOSE ONE BEFORE PROCEEDING:

- No monetary damages are requested/
Damages Unspecified (URCP 26: Tier 2)
- Damages requested are \$50,000 or less
(URCP 26: Tier 1)
- Damages requested are more than \$50,000
and less than \$300,000 (URCP 26: Tier 2)
- Damages requested are \$300,000 or more
(URCP 26: Tier 3)
- This case is exempt from URCP 26. (E)

— MOTION TO RENEW JUDGMENT —

- \$37.50 Damages \$2000 or less
- \$92.50 Damages \$2001 - \$9,999

\$180 Damages \$10,000 & over

— COMPLAINT OR INTERPLEADER —

- \$75 Damages \$2000 or less
- \$185 Damages \$2001 - \$9999
- \$360 Damages \$10,000 & over
- \$360 Damages Unspecified

— COUNTERCLAIM, CROSS CLAIM, THIRD PARTY CLAIM, OR INTERVENTION —

- \$55 Damages \$2000 or less
- \$150 Damages \$2001 - \$9999
- \$155 Damages \$10,000 & over

Choose Only One Category

Fee	Case Type
----- APPEALS -----	
\$360	<input type="checkbox"/> Administrative Agency Review
Sch	<input type="checkbox"/> Tax Court (Appeal of Tax Commission Decision) <small>Court: Refer to Clerk of Court upon filing.</small>
\$225	<input type="checkbox"/> Civil (78A-2-301(1)(h)) (E)
\$225	<input type="checkbox"/> Small Claims Trial de Novo (E)
----- GENERAL CIVIL -----	
\$360	<input type="checkbox"/> Attorney Discipline (T2)
Sch	<input type="checkbox"/> Civil Rights
\$0	<input type="checkbox"/> Civil Stalking (E)
\$360	<input type="checkbox"/> Condemnation/Eminent Domain
Sch	<input type="checkbox"/> Contract
Sch	<input type="checkbox"/> Debt Collection
Sch	<input type="checkbox"/> Eviction/Forcible Entry and Detainer (E)
\$360	<input type="checkbox"/> Extraordinary Relief/Writs
\$360	<input type="checkbox"/> Forfeiture of Property (E)
Sch	<input type="checkbox"/> Interpleader
Sch	<input type="checkbox"/> Lien/Mortgage Foreclosure
Sch	<input type="checkbox"/> Malpractice
Sch	<input checked="" type="checkbox"/> Miscellaneous Civil
Sch	<input type="checkbox"/> Personal Injury
\$360	<input type="checkbox"/> Post Conviction Relief: Capital (E)
\$360	<input type="checkbox"/> Post Conviction Relief: Non-capital (E)
Sch	<input type="checkbox"/> Property Damage
Sch	<input type="checkbox"/> Property Rights
Sch	<input type="checkbox"/> Sexual Harassment
Sch	<input type="checkbox"/> Water Rights
Sch	<input type="checkbox"/> Wrongful Death
\$360	<input type="checkbox"/> Wrongful Lien
Sch	<input type="checkbox"/> Wrongful Termination
----- DOMESTIC -----	
\$0	<input type="checkbox"/> Cohabitant Abuse (E)
\$310	<input type="checkbox"/> Marriage Adjudication (Common Law) (T2)
\$310	<input type="checkbox"/> Custody/Visitation/ Support (T2)
\$310	<input type="checkbox"/> Divorce/Annulment (T2)
	<input type="checkbox"/> Check if child support, custody or parent-time will be part of decree
	<input type="checkbox"/> Check if Temporary Separation filed
\$8	<input type="checkbox"/> Vital Statistics §26-2-25 per form
\$115	<input type="checkbox"/> Counterclaim: Divorce/Sep Maint.
\$115	<input type="checkbox"/> Counterclaim: Custody/Visitation/ Support
\$155	<input type="checkbox"/> Counterclaim: Paternity/Grandparent Visitation

Fee	Case Type
\$100	<input type="checkbox"/> Domestic Modification (T2)
\$100	<input type="checkbox"/> Counter-petition: Domestic Modification
\$360	<input type="checkbox"/> Grandparent Visitation (T2)
\$360	<input type="checkbox"/> Paternity/Parentage (T2)
\$310	<input type="checkbox"/> Separate Maintenance (T2)
\$35	<input type="checkbox"/> Temporary Separation (E)
\$35	<input type="checkbox"/> Uniform Child Custody Jurisdiction & Enforcement Act (UCCJEA) (E)
\$35	<input type="checkbox"/> Uniform Interstate Family Support Act (UIFSA) (E)

----- JUDGMENTS -----	
\$35	<input type="checkbox"/> Foreign Judgment (Abstract of) (E)
\$50	<input type="checkbox"/> Abstract of Judgment/Order of Utah Court/Agency (E)
\$30	<input type="checkbox"/> Abstract of Judgment/Order of Utah State Tax Commission (E)
\$35	<input type="checkbox"/> Judgment by Confession (E)

----- PROBATE -----	
\$360	<input type="checkbox"/> Adoption/Foreign Adoption (T2)
\$8	<input type="checkbox"/> Vital Statistics §26-2-25 per form
\$360	<input type="checkbox"/> Conservatorship (T2)
\$360	<input type="checkbox"/> Estate Personal Rep – Formal (T2)
\$360	<input type="checkbox"/> Estate Personal Rep – Informal (T2)
\$35	<input type="checkbox"/> Foreign Probate/Child Custody Doc. (E)
\$360	<input type="checkbox"/> Gestational Agreement (T2)
\$360	<input type="checkbox"/> Guardianship (T2)
\$0	<input type="checkbox"/> Involuntary Commitment (T2)
\$360	<input type="checkbox"/> Minor's Settlement (T2)
\$360	<input type="checkbox"/> Name Change (T2)
\$360	<input type="checkbox"/> Supervised Administration (T2)
\$360	<input type="checkbox"/> Trusts (T2)
\$360	<input type="checkbox"/> Unspecified (Other) Probate (T2)

----- SPECIAL MATTERS -----	
\$35	<input type="checkbox"/> Arbitration Award (E)
\$0	<input type="checkbox"/> Determination Competency-Criminal (E)
\$135	<input type="checkbox"/> Expungement (E)
\$0	<input type="checkbox"/> Hospital Lien (E)
\$35	<input type="checkbox"/> Judicial Approval of Document: Not Part of Pending Case (E)
\$35	<input type="checkbox"/> Notice of Deposition in Out-of-State Case/Foreign Subpoena (E)
\$35	<input type="checkbox"/> Open Sealed Record (E)

(E) Exempt from URCP Rule 26
(T2) Case type defaults to Tier 2 (no monetary damages)