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DISTRICT COURT OF THE STATE OF UTAH
THIRD JUDICIAL DISTRICT
SALT LAKE COUNTY

FOR-SHOR COMPANY
Plaintiff

vs.

**HAWSCO CONSTRUCTION INC and
ERIC HAWS**
Defendants

**Findings of Fact, Conclusions of law and
Order of SUMMARY JUDGMENT**

Case Number 249908510
Judge Robert Faust

This matter came on before this Court, pursuant to Rule 56 URCP, on Plaintiff's Motion for Summary Judgment. The Court having reviewed the Motion and Memorandum in Support, the supplemental information, the filed Answer submitted by defendants, and the applicable law and being fully advised in the premises:

The Court finds:

1. This action was brought by Plaintiff against defendants by Complaint.
2. The Plaintiff is a Utah corporation existing and operating by virtue of the laws of the state of Utah.

3. HAWSCO CONSTRUCTION INC is an entity registered and doing business in the state of Utah. (Allegation #3 of the Complaint; Admission #3 of Defendant's Answer.)

4. ERIC HAWS, an individual. was at all times pertinent hereto, an officer and owner of HAWSCO CONSTRUCTION and has signed an account agreement and personal guarantee. (Allegations #3, #15 & #16 of the Complaint; Admissions #3, #15 & #16 of Defendant's Answer.)

5. Plaintiff served Defendants with a REQUEST FOR ADMISSIONS dated 03/04/25 by mail and email to defendants on 03/05/25.

6. Said Requests stated:

REQUEST NO. 1: Admit that the last payment made to FOR-SHOR COMPANY was check 321 in the amount of \$750.00, dated 06/25/23 and deposited by plaintiff on 07/11/23.

REQUEST NO. 2: Admit that no payments were made after July 2023.

REQUEST NO. 3: Admit that invoices 2207300, 2007495, 1003213 and 1003164 have open unpaid balances owing.

REQUEST NO. 4: Admit that the balance owing on unpaid invoices is \$5169.82.

REQUEST NO. 5: Admit that the balance of finance charges showing on the account as of 01/31/25 is \$1225.56.

REQUEST NO. 6: Admit that no payment was made to FOR-SHOR COMPANY in January or April of 2024.

7. More than 30 days have elapsed since the service of the Request for Admissions and the same is deemed Admitted.

8. Defendants asserted that Plaintiff "hasn't repaired my truck until they do no interest charges applied" (Answer response #9)
9. For purposes of resolving this matter through Summary Judgement, Plaintiff agrees to the removal of the finance charges of \$1,225.56.
10. The balance then due on the unpaid invoices is \$5169.82.
11. Defendants provided Plaintiff with an estimate for the repair of the truck damage indicated per the pictures submitted with their Answer.
12. The estimate itemizations pertaining to the defendants' truck door total \$ 1 ,090.69.
13. Defendants' Answer states at response #17: "They damaged my truck I had a slow in my business and been trying to pay. I knew they damaged my truck and if all else falls they can deduct the repair off my account or balance".
14. The Plaintiff has incurred \$353.00 in court fees and costs.
15. After deducting the concessions made for purposes of the Summary Judgment Motion, the balance the owed by Defendants. is \$4,432.13.

It is **Ordered and Adjudged** that plaintiff is granted Judgment against defendants **HAWSCO CONSTRUCTION INC and ERIC HAWS**, jointly and severally, in the sum of \$4,432.13 owing on the open account; court filing fees of \$200.00 and \$153.00 in service of process fees; for a total **Judgment of \$4,785.13** with interest thereon at the legal rate of 13.51 % until paid.

In accordance with the Utah State District Court eFiling standards No 4, and URCP 10(e), this Order does not bear the handwritten signature of the Judge, but instead displays an electronic signature at the upper-right-hand corner of the first

page of this Order along with the court's seal and the date and time the Order was executed.