
Name

Address

City, State, Zip

Phone

Check your email. You will receive information and documents at this email address.

Email

I am Plaintiff/Petitioner Defendant/Respondent
 Plaintiff/Petitioner's Attorney Defendant/Respondent's Attorney (Utah Bar #: _____)
 Plaintiff/Petitioner's Licensed Paralegal Practitioner
 Defendant/Respondent's Licensed Paralegal Practitioner (Utah Bar #: _____)

In the District Court of Utah

_____ Judicial District _____ County

Court Address _____

Plaintiff

v. _____

Defendant

Answer – Debt Collection Case

Case Number

Judge

1. **Agree**
I agree completely with everything stated in the following numbered paragraphs of the complaint (Write the paragraph number(s) from the complaint.):

2. **Disagree**
I disagree with all or part of the following numbered paragraphs of the complaint (Write the paragraph number(s) from the complaint.):

3. **Not enough information to agree or disagree**

I do not have enough information to agree or disagree with the following paragraphs of the complaint (Write the paragraph number(s) from the complaint.):

Explanation of responses (Optional. Complete only if you have more to say. Add additional pages if needed.)

4. Referring to paragraph number _____ of the complaint or petition, I state that:

5. Referring to paragraph number _____ of the complaint or petition, I state that:

Affirmative defenses

(Optional. Complete these paragraphs only if you know a reason why the plaintiff should not win the case, other than what you have already stated in your answers above. Check all defenses that apply and add any additional defenses.)

6. **Account issues**

- The account is not my account, or
- I am not the person who placed the charges on the account, or
- I am not the person who incurred the debt.

7. **Ambiguous contract**

The contract is too ambiguous to be enforced.

8. **Bankruptcy**

I have a pending bankruptcy case or the debt was discharged in a previous bankruptcy case.

Date case filed: _____

Bankruptcy case number: _____

9. **Claims not allowed**
The claims are not allowed because the debt is based on:
- a contract of adhesion (i.e. a take-it-or-leave-it contract),
 - an unconscionable contract,
 - a contract that is illegal or against public policy,
 - an illusory contract (i.e. a contract for which I did not receive anything in exchange), or
 - a contract that I did not sign or otherwise agree to.
10. **Co-signer**
I was a co-signer but was not informed of my rights as a co-signer.
11. **Contract cancelled**
- I legally cancelled the contract and therefore do not owe anything, or
 - the creditor cancelled the contract and therefore is not entitled to payment.
12. **Debt ownership**
The plaintiff is not the original owner of the debt and may not be able to prove that it rightfully owns the debt.
13. **Debt paid or excused**
The debt has been paid or excused. For that reason, the claims are barred by accord and satisfaction, discharge, waiver, or release.
14. **Fraud or duress**
The creditor lied to me, threatened me, or physically forced me to enter the contract or do the deal. For that reason, the claims are barred because the debt was procured through fraud, fraud in the inducement, or duress (Explain.):
-
-
-
15. **Goods and services issues**
- I never received the goods or services for which the debt was allegedly incurred, or
 - the goods and services were defective, or
 - the creditor damaged my property when delivering the goods or services.

16. **Laches, estoppel or unclean hands**
- The creditor/plaintiff waited too long to bring the claims, or
 - it is unfair for the creditor/plaintiff to bring the claims, or
 - the creditor/plaintiff behaved badly with regard to the alleged debt.
- For that reason, the claims are not allowed by laches, estoppel, or unclean hands.
17. **Loan acceleration**
The creditor was not permitted to accelerate the loan.
18. **Mitigation of damages**
The creditor did not mitigate damages. They failed to take actions to protect themselves and/or minimize the amount of the alleged debt.
19. **No claim**
The complaint does not state a claim on which relief can be granted.
20. **Offset**
I am entitled to an offset for amounts that I have paid or that should otherwise be credited to me.
21. **Performance**
The plaintiff did not perform under the contract and is therefore barred from recovering under the contract.
22. **Res judicata**
I or someone associated with me has previously been sued for the alleged debt. For that reason, the claims are barred by res judicata.
23. **Sale of property – commercially reasonable manner**
After repossessing my property, the creditor or its representatives did not sell the property in a commercially reasonable manner (i.e. they sold it without properly advertising it or for less than it was worth).
24. **Sale of property – notice**
After repossessing my property, the creditor or its representatives did not give me proper notice of the date, time and place of sale, thereby entitling me to offsetting statutory damages.
25. **Statute of frauds**
The alleged debt is based on a credit agreement or an agreement to pay the debt of another person, but the contract is not in writing and signed as required by the statute of frauds and is therefore barred.

26. **Statute of limitations**
The claims are barred because they were brought after the six-year statute of limitations period for actions based on a contract, or because another applicable statute of limitations has expired.

27. **Other** (State any other reason why the plaintiff should not be granted their request.)

28. **Request**
(Optional. Specifically explain what you want the court to do based on your defenses.)

Plaintiff/Petitioner or Defendant/Respondent

I declare under criminal penalty under the law of Utah that everything stated in this document is true.

Signed at _____ (city, and state or country).

Date

Signature ► _____
Printed Name _____

Attorney or Licensed Paralegal Practitioner of record (if applicable)

Date

Signature ► _____
Printed Name _____

Certificate of Service

I certify that I filed with the court and am serving a copy of this Answer – Debt Collection Case on the following people.

Person's Name	Service Method	Service Address	Service Date
	<input type="checkbox"/> Mail <input type="checkbox"/> Hand Delivery <input type="checkbox"/> E-filed <input type="checkbox"/> Email <input type="checkbox"/> Left at business (With person in charge or in receptacle for deliveries.) <input type="checkbox"/> Left at home (With person of suitable age and discretion residing there.)		
	<input type="checkbox"/> Mail <input type="checkbox"/> Hand Delivery <input type="checkbox"/> E-filed <input type="checkbox"/> Email <input type="checkbox"/> Left at business (With person in charge or in receptacle for deliveries.) <input type="checkbox"/> Left at home (With person of suitable age and discretion residing there.)		
	<input type="checkbox"/> Mail <input type="checkbox"/> Hand Delivery <input type="checkbox"/> E-filed <input type="checkbox"/> Email <input type="checkbox"/> Left at business (With person in charge or in receptacle for deliveries.) <input type="checkbox"/> Left at home (With person of suitable age and discretion residing there.)		

 Date

Signature ► _____
 Printed Name _____