

**IN THE SMALL CLAIMS DEPARTMENT OF THE
SUPERIOR COURT OF UNMITIGATED REGRET -
SALT LAKE CITY DIVISION
LOCATED IN SALT LAKE COUNTY, BEEHIVE STATE
OF UTAH**

(Presiding in the Hallowed Hall of Unfinished
Commitments)

KAI HARMER, Paragon of Civic Virtue and Claimant,

v.

RICHARD WELLS, Respondent and Purveyor of Plans Unkept.

NOTICE OF BREACH AND FORMAL DEMAND FOR RELIEF

I. PARTIES

1. Claimant. Kai Harmer ("Claimant") is widely lauded in civic circles for impeccable punctuality, community service badges earned without even being asked, and a heroic refusal to jaywalk even when the road is empty. Neighbors speak of Claimant in hushed tones normally reserved for rescue puppies and fresh doughnuts.

2. Respondent. Richard Wells ("Respondent," occasionally "He Who Flakes") is an adult of serviceable height who, despite many sterling qualities that surely exist somewhere, has here exhibited a talent for disappearing faster than free funnel cake at the State Fair.

II. JURISDICTION AND VENUE

3. This Honourable Court enjoys jurisdiction by grace of section 12-34-567 of the Utah Revised Statutes of Mild Disappointment, which specifically contemplates "Matters of Friendship Agreements

Gone Spectacularly Awry". Venue sticks in Salt Lake County like gum on a summer sidewalk, as every meaningful event unfolded within sight of the Salt Lake skyline.

III. BACKGROUND AND FACTUAL AVERMENTS

4. The Offer. On 1 May 2025, Claimant, in a magnanimous gesture worthy of civic commendation, invited Respondent to a Modest Mouse concert at Ogden Amphitheatre. The invitation included jovial emojis, clear logistics, andŠmost importantlyŠa tacit invocation of the Master Friendship Agreement (hereafter fiMFAfl).

5. The Acceptance. Respondent replied, not once but twice, with enthusiasm so effusive it could be seen from orbit. This double affirmation, under Article 7 subsection B of the MFA, forged a binding oral contract, enforceable in both law and polite society. A certified printout is attached as Exhibit A.

6. Consideration. The parties exchanged promises of melodic nostalgia, mutual head-bobbing, and the intangible yet valuable currency of shared memories. Utah precedent recognises such currency, provided it is not redeemed for store credit.

7. Reliance. Claimant, trusting the Agreement as one trusts the sunrise, procured two concert tickets at thirty six dollars apiece, rearranged a particularly promising slackline session, and pre hydrated to safe concert levels.

8. The Catastrophic Text. At 10:45 a.m. on 25 June 2025, Respondent dispatched the now infamous

missive: fiSorry bud. no won't make it- don't hate me.fl This missive detonated trust, good vibes, and subsection 9(a)(iii) of the MFA in one keystroke. See Exhibit B.

9. Height

Related Motive. Claimant stands a statuesque six feet five; Respondent measures a

respectable but sight

line

challenged five feet eleven. Claimant avers that this vertical disparity, long

a source of gentle ribbing, fermented into the toxic brew that toppled the Agreement.

IV. CAUSES OF ACTION

Count 1 - Breach of Contract (Common Law and MFA Art. 11)

10. Paragraphs 1 through 9 hereby reincorporated as if recited by memory. Respondent's sudden dereliction constitutes a breach so blatant it could double as modern art.

Count 2 - Promissory Estoppel (Because Words Matter)

11. Respondent's promises induced reliance; reliance induced expense; expense induced sadness.

Equity insists on righting such karmic imbalance.

Count 3 - Infliction of Emotional Distress (Negligent, Intentional, and Otherwise)

12. Claimant spent the evening not at a concert but at home, curating a playlist titled fiBetrayal in

B

Flatfl, eating melancholy tacos, and writing this very sentence. This, the law says, shall not stand.

V. DEMAND FOR RELIEF

WHEREFORE, in a spirit of firm yet benevolent justice, Claimant prays for the following:

A. Specific Performance - Respondent must secure tickets of comparable delight for the next Modest Mouse performance within 100 miles of Temple Square and convey Claimant thereto whilst wearing a sash that reads fiReliable Friend in Trainingfl.

B. Compensatory Damages - Seventy two dollars for the wayward tickets and seventy five dollars for gastronomic therapy, plus pre judgment interest calculated at the prevailing rate of guilt.

C. Apology - A handwritten letter of no fewer than two hundred fifty words, incorporating at least three

synonyms for firemorse,fl delivered with a bouquet of locally sourced wildflowers,* and publicly posted on Respondent's chosen social medium.

*Wildflowers must be ethically harvested and free of bees with outstanding vendettas.

D. Such other relief as this Court deems just, proper, and suitably dramatic.

VI. RESERVATION OF RIGHTS

Claimant reserves every right afforded by statute, common sense, and the MFA, including the right to recount this tale at future barbecues, lectures, and séance sessions until boredom or cosmic balance intervenes.

VII. VERIFICATION

I, Kai Harmer, declare under penalty of perjury that the foregoing is true, correct, and only marginally embellished for narrative flair.

Dated: 24 July 2025

KAI HARMER, Claimant and Upright Citizen

DISCLAIMER: While moderately hilarious, this document does not substitute for legal counsel. If confusion persists, consult an attorney or, failing that, a friendly librarian.

EXHIBIT A - Enthusiastic Acceptance (See MFA §7)

EXHIBIT B - Catastrophic Text of Repudiation

Exhibit A – June 25 Messages



Exhibit B – May 1 Messages

