

IN THE [NAME OF COURT]

[JUDICIAL DISTRICT/CIRCUIT], STATE OF [STATE]

[PLAINTIFF'S FULL NAME],

Plaintiff,

v.

[DEFENDANT'S FULL NAME],

Defendant.

Case No.: _____

**PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT AND MEMORANDUM OF
LAW IN SUPPORT THEREOF**

Pursuant to Rule 56 of the Federal Rules of Civil Procedure [or applicable state rule], Plaintiff [Plaintiff's Full Name] respectfully moves this Court for summary judgment in its favor on all claims asserted in the Complaint. There is no genuine dispute as to any material fact, and Plaintiff is entitled to judgment as a matter of law. In support thereof, Plaintiff submits this Memorandum of Law and the accompanying Statement of Undisputed Material Facts, the Declaration of [Declarant's Name], and the exhibits attached thereto.

I. INTRODUCTION

This case presents a straightforward [breach of contract / [other claim type]] dispute in which the undisputed material facts establish each element of Plaintiff's claims as a matter of law. [Summarize the key undisputed facts and the legal conclusion they compel. Example: 'The parties entered into an unambiguous written contract; Plaintiff fully performed; Defendant failed to make payment; and Plaintiff suffered damages as a direct result. Not a single one of these core facts is in genuine dispute. Summary judgment is therefore warranted.']

II. STATEMENT OF UNDISPUTED MATERIAL FACTS

Pursuant to [Local Rule XX / applicable rule], the following material facts are not in genuine dispute and are supported by the attached evidence:

1. [State the first undisputed fact.] (Ex. A, Decl. of [Name], ¶ [X]; Def. Adm. No. [X].)
2. [State the second undisputed fact.] (Ex. B at [page no].)
3. [State each undisputed fact in a separate numbered paragraph. Every fact must be supported by a specific citation to a declaration, deposition transcript, admissions, documentary exhibit, or other admissible evidence.]
4. Defendant has failed to produce any admissible evidence sufficient to create a genuine dispute as to [key fact], despite having a full and fair opportunity to conduct discovery. (Ex. [X], Def. Resp. to Interrog. No. [X].)

III. LEGAL STANDARD

Summary judgment is proper when 'there is no genuine dispute as to any material fact and the movant is entitled to judgment as a matter of law.' Fed. R. Civ. P. 56(a). A fact is 'material' only if

it might affect the outcome of the suit under governing substantive law. *Anderson v. Liberty Lobby, Inc.*, 477 U.S. 242, 248 (1986). A dispute is 'genuine' only if a reasonable jury could return a verdict for the nonmoving party based on the evidence. *Id.* at 248–49.

Once the moving party demonstrates the absence of a genuine dispute of material fact, the burden shifts to the nonmoving party to present specific evidence demonstrating a genuine issue for trial. *Celotex Corp. v. Catrett*, 477 U.S. 317, 323–24 (1986). The nonmoving party 'must do more than simply show that there is some metaphysical doubt as to the material facts.' *Matsushita Elec. Indus. Co. v. Zenith Radio Corp.*, 475 U.S. 574, 586 (1986). Conclusory allegations, speculation, and unsubstantiated assertions are insufficient to defeat summary judgment. *Id.*

IV. ARGUMENT

A. Plaintiff Is Entitled to Summary Judgment on Its Breach of Contract Claim (Count I)

To prevail on a breach of contract claim, a plaintiff must establish: (1) the existence of a valid and enforceable contract; (2) plaintiff's substantial performance; (3) defendant's material breach; and (4) resulting damages. See [cite applicable state law case]. The undisputed evidence establishes each element.

1. A Valid and Enforceable Contract Existed Between the Parties

It is undisputed that Plaintiff and Defendant entered into the Agreement on [date]. (SUMF ¶ [X].) The Agreement satisfies all requirements of a valid contract: offer, acceptance, consideration, and mutual assent. (SUMF ¶¶ [X–X].) Indeed, Defendant has admitted the existence and validity of the Agreement in its Answer. (Ex. [X], Def. Answer ¶ [X].)

2. Plaintiff Fully Performed Its Obligations Under the Agreement

The undisputed record establishes that Plaintiff performed all of its contractual obligations, including [list specific obligations]. (SUMF ¶¶ [X–X]; Ex. [X], Decl. of [Name] ¶ [X].) Defendant has not identified any competent evidence that Plaintiff failed to perform.

3. Defendant Materially Breached the Agreement

There is no genuine dispute that Defendant [describe specific breach]. (SUMF ¶¶ [X–X]; Ex. [X].) Defendant's own [admissions / deposition testimony / documents] confirm the breach. (Ex. [X], [Defendant's Name] Dep. at [page:line].)

4. Plaintiff Suffered Damages in a Definite and Ascertainable Amount

As a direct and proximate result of Defendant's breach, Plaintiff suffered damages of \$[amount]. (SUMF ¶¶ [X–X]; Ex. [X], Decl. of [Name] ¶ [X]; Ex. [X], Expert Report of [Name] at [X].) This amount is not in genuine dispute. Defendant has not proffered any expert testimony or competent evidence to contradict Plaintiff's damages calculation.

B. Plaintiff Is Entitled to Summary Judgment on Count II – [Second Claim]

[Repeat the analytical structure for each additional claim: state the elements, identify the applicable legal standard, and cite undisputed evidence establishing each element. Address and dispose of any anticipated defenses.]

C. Defendant Cannot Raise a Genuine Dispute of Material Fact

[Preemptively address the defenses or factual contentions Defendant is likely to raise in opposition. Explain why they are unsupported by admissible evidence, legally insufficient, or irrelevant to the material facts. Example: 'Defendant's anticipated argument that [defense] fails as a matter of law because [explanation]. See [case].']

V. CONCLUSION

There is no genuine dispute as to any material fact in this case. The uncontroverted evidence establishes each element of Plaintiff's claims as a matter of law. Accordingly, Plaintiff respectfully requests that this Court enter an Order:

5. Granting Plaintiff's Motion for Summary Judgment in its entirety;
6. Entering judgment in favor of Plaintiff and against Defendant on all Counts of the Complaint;
7. Awarding Plaintiff damages in the amount of \$[amount], plus pre-judgment and post-judgment interest;
8. Awarding Plaintiff its reasonable attorneys' fees and costs; and
9. Granting such other and further relief as the Court deems just and proper.

Respectfully submitted,

By: _____

[Attorney's Full Name], Esq.

[Law Firm Name | Address | Phone | Email]

Attorney for Plaintiff

Dated: _____