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BY ERIC M. FRASER  
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## Tips for Writing Effective Civil Judgments

Keep it simple, complete and boring—guidelines to drafting orders that hold up in court

Drafting a proper judgment is one of the most important tasks in civil litigation. The whole case leads up to the judgment, and it is typically the only thing that will allow you to appeal, collect or even preclude subsequent litigation.

A well-crafted judgment provides clarity for the parties, enables efficient enforcement and prevents unnecessary post-trial disputes. Unfortunately, many proposed judgments contain common errors that can delay case closure, complicate appeals, or leave parties with an invalid judgment that can yield months or even years of fruitless and avoidable litigation.

This article provides practical guidance for Arizona lawyers, judges and self-represented litigants on drafting civil judgments that comply with Rule 54 of the Arizona Rules of Civil Procedure.



### 01 Resolve Every Claim

A judgment specifies exactly how the court has resolved each party’s claims and the relief awarded to each party. This means that a judgment entered at the end of the case (under Rule 54(c)) should resolve every single claim.

Problems arise when a judgment leaves some claims unresolved. Sometimes claims get dropped or forgotten. Look hard at the case history to clean

these up before entering judgment by voluntarily dismissing them or otherwise resolving them. Other times, claims were resolved early in the case via motion practice, and then only some claims proceeded to trial. The judgment must specify how each claim in the case was resolved, including those abandoned or resolved long ago. A judgment that does not in fact resolve all claims is not a valid Rule 54(c) judgment, so don’t omit any claims.<sup>1</sup>

For example, imagine a plaintiff sued for

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conversion, trespass and nuisance. The defendant counterclaimed for trespass. Early in the case, the plaintiff agreed via email to drop her conversion claim but didn't tell the court. The court granted summary judgment on the defendant's counterclaim. At trial, the plaintiff agreed to drop the nuisance claim during the discussion about jury instructions. The jury awarded her money damages on trespass.

The judgment must address all three claims and the counterclaim. If the court has not already entered orders concerning the two dropped claims, the plaintiff should voluntarily dismiss them before judgment is entered and then make sure the judgment addresses all the claims and counterclaims.

The best way to approach the judgment is to turn to the operative pleadings, such as the latest version of the complaint and the latest version of any counterclaims or cross-claims, and march through them one by one.

In some circumstances, Rule 54(b) allows a court to enter judgment on fewer than all claims by all parties. In a case where

a Rule 54(b) judgment is entered, the court must still ultimately issue a judgment that resolves all claims. When the time comes for the Rule 54(c) judgment, the parties should go through the same exercise to ensure that every single claim gets addressed in the judgment.



### Be Boring

Think of judgments as focusing on the relief concerning each claim. For judgment purposes, it doesn't typically matter how the court arrived at the relief (e.g., via a motion to dismiss, summary judgment, bench trial, jury trial or stipulation). It, likewise, typically doesn't matter why the court arrived at the relief (i.e., the legal reasoning).

The judgment should not recite the rulings or legal analysis. It shouldn't rehash summary judgment rulings, list the trial dates, or include a list of the court's rulings and minute entries. It sometimes feels natural to summarize everything that came be-

fore (e.g., "This case came before the Court for trial on Sept. 14, 15 and 16 ..."). But the judgment doesn't need that, and such recitations can invite problems and disputes. Don't take our word for it. Rule 54(a) commands, "A judgment should not include recitals of pleadings, a master's report, or a record of earlier proceedings." So, be boring. This is not the time for creative writing or storytelling.

The judgment should instead get right to the point:

- Who won each claim?
- What relief each party gets (if any).

The most straightforward way is to include a numbered paragraph for each claim. Each paragraph should specify which claim is being resolved and the outcome of each, including what relief a party gets (if any) on the claim.

- For money damages, the judgment should specify the amount of damages, which party pays and which party gets them.
- For dismissed claims, the judgment should specify that the claim has been



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dismissed and specify whether the dismissal is with or without prejudice.

- For declaratory relief, the judgment should specify exactly what has been declared.
- For injunctive relief, the judgment should specify exactly who or what has been enjoined, and what the scope of the injunction is.
- For equitable relief (e.g., specific performance, quiet title, restitution, accounting), the judgment should specify exactly what should happen.

Before you begin drafting, collect all the documents that resolve claims: minute entries or orders on motions to dismiss or motions for summary judgment, stipulations, trial transcripts, verdicts, and so forth. The judgment shouldn't reference these documents by name, but it should include the

relief ordered on each claim. Don't forget to include relief awarded earlier in the case (e.g., a Rule 12(b)(6) dismissal of one claim when the rest of the claims proceeded to trial).



### Specify the Details

In a multi-party case (several defendants or several plaintiffs), claims can be made against one defendant, or against some or all defendants, and some claims can be made by one plaintiff, or by some or all plaintiffs. The judgment needs to specify the specific parties the judgment affects (which plaintiffs and which defendants).

For comparative-fault cases, specify dollar amounts awarded against each defen-

dant, ideally in separate paragraphs. If the verdict specified percentages, convert them to dollar amounts for the judgment. For a single award against multiple defendants, specify whether the liability is joint and several. If there are multiple plaintiffs, specify exactly how much is awarded to each plaintiff and against each defendant. The same approaches apply to counterclaims against multiple plaintiffs, cross-claims against multiple parties, and so forth.



### Include Additional Relief

In addition to the relief on each claim, the judgment should include other types of relief awarded. It should specify any awards of attorneys' fees, costs, sanctions, etc. If fees and costs have not yet been determined, leave blanks for those items in the proposed form of judgment. An application for fees or costs generally needs to be filed and resolved before judgment is entered.

Problems arise when a judgment leaves some claims unresolved.



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### Specify Any Interest

Monetary awards may trigger pre-judgment or post-judgment interest. The simple rule is that the judgment should specify a dollar amount (not a percentage) for pre-judgment interest and an interest rate (not a dollar amount) for post-judgment interest.

If any award is eligible for pre-judgment interest (e.g., for liquidated claims), the judgment should specify the exact dollar amount of pre-judgment interest up to the date of the judgment. To make this easier on the judge, the notice of lodging a proposed form of judgment may specify the amount of pre-judgment interest accrued until the date of the filing, and then specify exactly how much should be awarded for each day after that (e.g., “Prejudgment interest of \$147,895 through March 1, 2025, plus \$231.27 per day thereafter”), with a blank line on the judgment for pre-judgment interest. The default pre-judgment interest rate is 10 percent per year, simple interest.<sup>2</sup>

For post-judgment interest, the judgment should simply specify the applicable rate (e.g., “Amounts awarded in this judgment

accrue 8.5% annual interest from the date of this judgment until satisfied.”). The interest rate is the lesser of (a) 10 percent per year or (b) one percent plus the prime rate on Federal Reserve table H.15. Table H.15 is updated daily (search the internet for “H.15” to find it).

Specify the current rate in the notice of filing the proposed form of judgment and specify the calculation in case the rate changes before entry of judgment. Post-judgment interest generally applies to most amounts in the judgment, including pre-judgment interest, but excluding some items such as punitive damages.

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### Include the Magic Phrases

Rule 54 requires every judgment to contain specific recitals. If the judgment leaves unresolved at least one claim or a claim as to at least one party, it should be certified under Rule 54(b) and recite, “The Court determines there is no just reason for delay and this judgment is entered under Rule 54(b).”

If the judgment resolves all claims and all parties, it should be certified under Rule 54(c) and recite, “No further matters remain pending and this judgment is entered under Rule 54(c).” This statement must be correct, however. “A statement that a judgment is final pursuant to Rule 54(c) when, in fact, claims remain pending does not make a judgment final and appealable.”<sup>3</sup>

Although some variations in these recitals may work, the safest practice is to hew to the text of Rule 54 verbatim. A judgment that does not include the magic phrase is not a valid, appealable judgment.<sup>4</sup> The recitation must also be correct. Do not use cite Rule 54(c) when some claims remain outstanding, and do not cite Rule 54(b) when all claims have been resolved.


In addition, a judgment must be signed to be valid, so be sure that the judge signs the judgment.<sup>5</sup>

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### Check for Completeness

After the draft is done, compare it again against

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the operative pleadings (complaints, counterclaims, cross-claims, etc.), and make sure that the judgment addresses every claim and every party.

Forgotten claims present one of the most common issues with judgments. Claims frequently get dropped on the way to trial, or even at trial. Parties focus on an antitrust claim and forget about an unfair competition claim. The parties may agree via email to drop a common-law trademark claim, leaving only the statutory Lanham Act claim. The plaintiff sued three related entities, and it became clear that only one defendant mattered. The judgment must specify exactly how these claims and parties have been resolved.

The judgment, however, is not the time to enter new relief. If claims have been abandoned, the parties should file a stipulation or motion to get the court to resolve those claims (typically via voluntary dismissal under Rule 41). This stipulation or motion can be filed at the same time as the proposed form of judgment, but the court should resolve all claims before entering judgment.



### Try to Reach Agreement

The form of judgment typically should not be controversial. Almost all disputes about how the claims will be resolved should be worked out before judgment. As a result, it is often wise to try to work cooperatively with opposing counsel to get agreement on the form of judgment.

The best way to reach agreement, of course, is to have the judgment cover only the necessary items, as described above. Disputes often arise when parties try to fill the judgment with legal reasoning or other extraneous information.

If you reach agreement on the form, submit it under Rule 58 as a stipulation for entry of judgment.



### Lodge and Serve

If you do not reach agreement on the form of judgment, you must lodge and serve your proposed form of judgment under Rule 58(a)(1). File a “No-

tice of lodging proposed form of judgment” with the clerk. Include your proposed form as a PDF exhibit. A Word copy of the proposed form of judgment should also be either e-filed or emailed to chambers, depending on the court’s preference.

But make sure a PDF of your proposed form of judgment gets lodged on the docket. That makes your proposal part of the appellate record if the appeal involves disputes about what the judgment should have said.



### Object

The other parties in the case may object to the proposed form of judgment. If you are in this position, act fast. Rule 58(a)(2)(B) leaves only five days for objections. Your analysis should be the same as outlined above. Check to make sure that every claim in the case has been resolved and that the judgment covers every claim. Check to make sure the relief awarded is accurate.

If you notice any problems, consider working with opposing counsel to reach agreement. If you spot an error that is

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uncontroversial (e.g., the proposed judgment inadvertently omitted Count 4), opposing counsel may be willing to correct it voluntarily.

If you cannot reach agreement, file an objection. Be specific in your objections (e.g., “Paragraph 7 states that judgment is entered against ACME LLC, but the damages should be awarded against Defendants ACME LLC and Beta Inc. jointly and severally.”).

If the proposed form of judgment is a mess and you have voluminous objections, consider also submitting your own corrected proposed form of judgment as an exhibit in addition to making specific objections.

### Conclusion

A solid judgment is the capstone of successful litigation. By following these guidelines, you can make sure your judgment won't cause you problems down the line. Taking an hour to draft the judgment carefully will pay dividends by avoiding post-judgment disputes, expediting enforcement and providing a clean record for any appeal.

When in doubt, remember the central rules: Keep it simple, keep it complete and stick to what Rule 54 requires. Be boring, and don't leave claims hanging. **AZ**

### Sample Judgment

“On Plaintiff Acme Inc.’s Count 1 (breach of contract), judgment is entered for Plaintiff Acme Inc. and against Defendant Beta LLC for damages of \$1,000,000.” The following example judgment shows additional scenarios.

The court enters judgment in this matter as follows:

1. On Count 1 (breach of contract), judgment is entered in favor of Plaintiff John Doe and against Defendant ACME LLC for damages of \$68,000.
2. Count 2 (breach of duty of good faith and fair dealing) is dismissed with prejudice.
3. On Count 3 (intentional interference with contract), judgment is entered in favor of Plaintiff John Doe for damages of \$25,000, jointly and severally against Defendants ACME LLC and Beta Inc.
4. The Court awards attorneys’ fees of \$470,280 in favor of Plaintiff John Doe and against Defendant ACME LLC.
5. The Court awards taxable costs of \$5,470 in favor of Plaintiffs, jointly and severally against Defendants ACME LLC and Beta Inc.
6. The Court awards prejudgment interest of \$1,284.67 in favor of Plaintiff John Doe and against Defendant ACME LLC.
7. All the amounts awarded in this judgment accrue simple 4.25% annual interest from the date of this judgment until satisfied.
8. No further matters remain pending, and this judgment is entered under Rule 54(c).

### endnotes

1. *See, e.g., Brumett v. MGA Home Healthcare LLC*, 240 Ariz. 420, 426, ¶ 6 (App. 2016).
2. A.R.S. § 44-1201(A)(2).
3. *Madrid v. Avalon Care Ctr.-Chandler LLC*, 236 Ariz. 221, 224, ¶ 6 (App. 2014).
4. *See, e.g., Sanchez-Ravuelta v. Yavapai Cnty.*, 569 P.3d 47 (Ariz. 2025).
5. *See, e.g., Banner Univ. Med. Ctr. Tucson Campus LLC v. Gordon*, 252 Ariz. 264, 267, ¶ 11 (2022); Ariz.R.Civ.P. 58(b)(1).



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