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**IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT
OF THE STATE OF UTAH, IN AND FOR THE COUNTY OF MILLARD
Fourth District Court, 765 South Highway 99, Fillmore, UT 84631**

J. RANDELL LAKE, an individual, and
STACEY LYNN LAKE, an individual,

Plaintiffs,

v.

BRANDON SMITH, an individual, and
RSL TRANSPORT LLC, a Utah limited
liability company,

Defendants.

**FINDINGS OF FACT,
CONCLUSIONS OF LAW,
AND DEFAULT JUDGMENT**

Civil No.: 260700010

Judge: Howell

This matter came before the Court on Plaintiffs J. Randell Lake and Stacey Lynn Lake's Motion for Default Judgment against Defendants Brandon Smith and RSL Transport LLC. A Default Certificate having been entered, and the Court having reviewed the Complaint, the Notice of Default, the Purchase Note, the Personal Guaranty, the Corporate Guaranty, the Waiver of Formal Service, the Declaration of Stacey Lynn Lake, and the file as a whole, and good cause appearing, the Court enters the following Findings of Fact, Conclusions of Law, and Judgment:

FINDINGS OF FACT

1. Plaintiffs J. Randell Lake and Stacey Lynn Lake (the "Lakes") are

individuals residing in Millard County, Utah.

2. Defendant Brandon Smith ("Smith") is an individual believed to reside at 5780 N. Locust Grove Rd, Meridian, Idaho 83646.

3. Defendant RSL Transport LLC ("RSL") is a Utah limited liability company. Smith is RSL's member and registered agent.

4. On February 20, 2025, Smith and the Lakes entered into a Membership Interest Purchase Agreement concerning Smith's purchase of the membership interest in, and assets of, RSL Transport LLC (the "Purchase Agreement").

5. As part of the same transaction, Smith executed a Promissory Note in the original principal amount of \$800,000.00 in favor of the Lakes (the "Purchase Note").

6. The Purchase Note requires equal monthly payments of \$9,588.60 beginning June 20, 2025, and continuing on the 20th day of each month until maturity, with interest at 8% per annum and a stated Maturity Date of June 20, 2035.

7. The Purchase Note further provides for default interest at a total rate of 12% per annum upon default, acceleration at the option of the holder upon an Event of Default, and recovery of attorney fees and costs incurred in collection and enforcement.

8. The Purchase Note further provides, in the event the Buyer elects to pay the Note in its entirety prior to the Maturity Date and prior to having paid a total of \$350,632.26 in interest payments (the "Minimum Finance Charge"), the Members are entitled to receive, in addition to any unpaid principal, a prepayment penalty equal to the difference between the total amount of

interest paid by Buyer prior to the final payment, and the Minimum Finance Charge.

9. Also on February 20, 2025, RSL executed a Corporate Guaranty in favor of the Lakes, unconditionally guaranteeing the indebtedness due under the Purchase Note and related documents upon demand.

10. Also on February 20, 2025, Smith executed a Personal Guaranty in favor of the Lakes, unconditionally guaranteeing the indebtedness due under the Purchase Note and related documents upon demand.

11. Smith made the first six monthly payments due under the Purchase Note. As a result, the unpaid principal balance was reduced to \$772,919.40.

12. Smith failed to make the monthly payments due on December 20, 2025, January 20, 2026, and February 20, 2026.

13. On February 25, 2026, the Lakes, through counsel, sent a written Notice of Default, Notice of Acceleration and Demand for Payment, and demand under the guaranties to Smith and RSL (the "Notice of Default").

14. The Notice of Default demanded \$1,099,325.23 as of February 25, 2026, consisting of (a) unpaid principal of \$772,919.40; (b) accrued 2025 default or penalty interest of \$6,224.57; and (c) \$320,181.26 claimed under the Minimum Finance Charge / prepayment penalty provision of the Purchase Note.

15. The Notice of Default further stated that interest continued to accrue on the unpaid principal balance at the combined default rate of 12% per annum, or approximately \$254.11 per day.

16. On or about March 11, 2026, after receiving the Notice of Default,

Smith personally telephoned the Lakes and told them that he could not pay, on his own behalf and on behalf of RSL. That statement constituted a clear, present, and unequivocal repudiation of Defendants' obligations under the Purchase Note, the guaranties, and related transaction documents.

17. Defendants have not paid the amount demanded in the Notice of Default, and the defaults remain uncured.

18. From February 26, 2026 through March 12, 2026, an additional fifteen (15) days of contract/default interest accrued on the unpaid principal balance at the rate of approximately \$254.11 per day, for an additional \$3,811.66.

19. From March 13, 2026 through April 27, 2026, an additional forty-six (46) days of contract/default interest accrued on the unpaid principal balance at the rate of approximately \$254.11 per day, for an additional \$11,689.06.

20. On March 15, 2026, Plaintiffs filed their Complaint in this action, asserting causes of action for breach of the Purchase Note and anticipatory repudiation, breach of the Personal Guaranty, and breach of the Corporate Guaranty.

21. On March 24, 2026, Defendants Brandon Smith and RSL Transport LLC, by and through Brandon Smith individually and as member and registered agent of RSL Transport LLC, executed a Waiver of Formal Service, Acknowledgment of Receipt, and Acceptance of Service.

22. Defendants' deadline to answer or otherwise respond to the Complaint expired without any responsive pleading or appearance by Defendants.

23. The Clerk of this Court has entered, or is concurrently entering, a Default Certificate against Defendants Brandon Smith and RSL Transport LLC.

24. Based on the Declaration of Stacey Lynn Lake and the file in this matter, including (a) Defendant Brandon Smith's residential address in Meridian, Idaho; (b) his active management of RSL Transport LLC as a private commercial trucking business throughout 2025-2026; (c) the six monthly payments he made on the Purchase Note from June through November 2025 from that private business; (d) Smith's personal telephone call to the Lakes on or about March 11, 2026 in response to the Notice of Default; (e) Smith's personal execution of the Waiver of Formal Service on March 24, 2026 in his individual capacity and as RSL's registered agent; and (f) Plaintiffs' counsel's good-faith but unsuccessful attempt to obtain a Department of Defense Manpower Data Center Status Report (which requires Smith's date of birth or Social Security number, neither of which is available to Plaintiffs or counsel despite reasonable inquiry), the Court finds that Defendant Brandon Smith is not on active duty in the military service of the United States within the meaning of the Servicemembers Civil Relief Act, 50 U.S.C. § 3901 et seq., and that no bond under 50 U.S.C. § 3931(b)(3) is required as a condition of entering this Judgment. Defendant Brandon Smith is also not a minor and is not an incompetent person. Defendant RSL Transport LLC is a Utah limited liability company and is not subject to the Servicemembers Civil Relief Act.

25. Plaintiffs have incurred reasonable attorney fees of \$2,675.00 (10.7 hours of attorney time billed at \$250.00 per hour) and out-of-pocket costs of \$375.00 in this action through April 27, 2026, for a total of \$3,050.00, as established by the Declaration of Stacey Lynn Lake.

26. The Court finds that Plaintiffs have established by sufficient evidence

the amounts due and owing under the Purchase Note, the Personal Guaranty, and the Corporate Guaranty as set forth below.

CONCLUSIONS OF LAW

27. This Court has subject matter jurisdiction over this action and personal jurisdiction over each Defendant. Venue is proper in Millard County, Utah.

28. Defendants Brandon Smith and RSL Transport LLC were properly served, having executed a Waiver of Formal Service, Acknowledgment of Receipt, and Acceptance of Service on March 24, 2026.

29. Defendants have failed to plead or otherwise defend within the time allowed by the Utah Rules of Civil Procedure, and a Default Certificate has been entered against them under Rule 55(a).

30. Pursuant to Rule 55(b) of the Utah Rules of Civil Procedure, Plaintiffs are entitled to entry of default judgment against Defendants for the relief demanded in the Complaint.

31. The requirements of the Servicemembers Civil Relief Act, 50 U.S.C. § 3931, have been satisfied. Plaintiffs have filed an affidavit setting forth the facts upon which their conclusion rests, and the Court finds that Defendant Brandon Smith is not on active duty in the military service of the United States. No bond under 50 U.S.C. § 3931(b)(3) is required.

32. The Purchase Note is a valid and enforceable written contract. Smith breached the Purchase Note by failing to make the required monthly payments and by repudiating his obligation to perform.

33. The Personal Guaranty and the Corporate Guaranty are each valid and enforceable written contracts. Defendants breached those guaranties by

failing and refusing to pay the guaranteed indebtedness upon demand.

34. Plaintiffs are entitled to recover (a) the unpaid principal balance of \$772,919.40; (b) accrued 2025 default/penalty interest of \$6,224.57; (c) the prepayment penalty / Minimum Finance Charge of \$320,181.26 under the express terms of the Purchase Note; (d) accrued default interest at 12% per annum (approximately \$254.11 per day) from February 26, 2026 through April 27, 2026; and (e) continuing default interest at the same rate from April 27, 2026 through entry of this Judgment.

35. Plaintiffs are further entitled to recover their reasonable attorney fees of \$2,675.00 and costs of \$375.00 incurred in collection and enforcement of the Purchase Note and guaranties through April 27, 2026, as expressly provided in those instruments and as established by the Declaration of Stacey Lynn Lake.

36. Plaintiffs are entitled to post-judgment interest at the rate provided by Utah Code § 15-1-4 from the date of entry of this Judgment until paid in full.

37. A default judgment under Utah R. Civ. P. 54(c)(1) may not exceed in kind or amount the relief demanded in the Complaint. The relief awarded below is within the scope of the relief demanded in the Complaint, including the Minimum Finance Charge / prepayment penalty pleaded in Complaint ¶ 39 and rolled into the damages pleaded at ¶¶ 46, 56, 66, 75, and 81.

JUDGMENT

Based on the foregoing Findings of Fact and Conclusions of Law, and good cause appearing, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED as follows:

38. Judgment is entered in favor of Plaintiffs J. Randell Lake and Stacey

Lynn Lake, and against Defendants Brandon Smith and RSL Transport LLC, jointly and severally, on the First Cause of Action (Breach of Purchase Note and Anticipatory Repudiation), the Second Cause of Action (Breach of Personal Guaranty), and the Third Cause of Action (Breach of Corporate Guaranty).

39. Plaintiffs are awarded a money judgment, joint and several, against Defendants Brandon Smith and RSL Transport LLC, without double recovery, in the following amounts as of April 27, 2026:

- a. Unpaid principal balance:.....\$772,919.40
- b. Accrued 2025 default/penalty interest:.. \$6,224.57
- c. Default interest (Feb. 26 – Mar. 12, 2026, 15 days at \$254.11/day):
.....\$3,811.66
- d. Default interest (Mar. 13 – Apr. 27, 2026, 46 days at \$254.11/day):
.....\$11,689.06
- e. Prepayment penalty / Minimum Finance Charge (Purchase Note):
.....\$320,181.26
- f. Reasonable attorney fees:.....\$2,675.00
- g. Costs of court (filing fee):.....\$375.00
- Total Judgment as of April 27, 2026:\$1,117,875.95**

40. In addition, default interest at the contractual default rate of 12% per annum (approximately \$254.11 per day) shall continue to accrue on the unpaid principal balance from April 27, 2026 through the date of entry of this Judgment, at \$254.11 per day), and shall be added to the Total Judgment above.

41. From and after the date of entry of this Judgment, post-judgment interest shall accrue on the total Judgment amount.

42. Plaintiffs are awarded their reasonable attorney fees and costs incurred in any post-judgment collection and enforcement, in amounts to be supplemented by separate affidavit, as provided by the Purchase Note, the Personal Guaranty, the Corporate Guaranty, and applicable Utah law.

43. This Judgment is final and appealable. Plaintiffs may immediately commence post-judgment discovery and collection proceedings, including writs of execution, garnishment, and supplemental orders in aid of execution.

END OF DOCUMENT