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IN THE FOURTH JUDICIAL DISTRICT COURT

FOR THE COUNTY OF UTAH, STATE OF UTAH

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BTH2 HOLDINGS, INC., a Utah Corporation; Clark Taylor, an individual,,  Plaintiffs,  vs.  JAMES LUCIANO, an individual; H'RAKU COMMUNICATIONS, LLC, a Utah limited liability company, ,  Defendants.	<b>DEFAULT JUDGMENT</b>  Civil No. 250404082  Judge Thomas Low   Tier 3
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Now before the Court is Plaintiffs BTHS Holdings, Inc. ("BTH2") and Clark Taylor's ("Taylor" and, collectively with BTH2, "Plaintiffs") Motion for Entry of Default Judgment (the "Motion") against Defendants James Luciano and H'Raku Communications, LLC (collectively, "Defendants"). Pursuant to the Motion and the Default Certificate entered against Defendants on April 2, 2026, Dkt. 67, the Court finds that Plaintiffs are entitled to default judgment against

Defendants on their claims for fraudulent inducement, promissory estoppel, and unjust enrichment and GRANTS the Motion.

Pursuant to this finding, the Court hereby ORDERS that default judgment is entered in this action in favor of Plaintiffs and against Defendants as follows:

1. on Plaintiffs' claim for fraudulent inducement, the Asset Purchase Agreement (Exhibit H to the Declaration of Clark Taylor in Support of the Motion for Entry of Default Judgment) is null and void as to all outstanding covenants, duties, and obligations promised or owed by Plaintiffs to Defendants, including but not limited to all outstanding covenants, duties, and obligations promised or owed by Taylor to Defendants under the Non-Competition and Non-Solicitation Agreement attached to the Asset Purchase Agreement as Annex C;

2. on Plaintiffs' claims for promissory estoppel and unjust enrichment, BTH2 is awarded \$1,120,000.00 in damages;

3. on Plaintiffs' claim for promissory estoppel, Taylor is awarded \$558,000.00 in damages.

4. Pursuant to the Court's Order Granting Motion to Dismiss Defendants' Counterclaims, Dkt. 72, the Court further ORDERS that default judgment is entered in this action in favor of Plaintiffs and against Defendants on each of Defendants' counterclaims.

**[END OF ORDER]**

**\*\*SIGNATURE OF THE COURT AFFIXED AT THE TOP OF PAGE 1\*\***