



Michael C. Jensen (16852)
Jensen Law Group, PLLC
247 S. 700 E.
Alpine, UT 84004
Ph. 801-473-1442
mcj77@byulaw.net
Attorney for Plaintiff

**IN THE FOURTH JUDICIAL DISTRICT COURT IN AND FOR
UTAH COUNTY, STATE OF UTAH**

Plumeria Accord Holdings LLC, a Delaware limited liability
company,

Plaintiff,

v.

K Bar T Custom Homes, Inc. dba K Bar T Custom Homes, a
Texas Corporation and Kerry Carroll, an individual,

Defendants.

DEFAULT JUDGMENT

Case No. 269404066

Judge Thomas Low

The Court, having previously entered an order granting Plaintiff's motion for default judgment, hereby enters default judgment against Defendants, K Bar T Custom Homes, Inc. d/b/a K Bar T Custom Homes, and Kerry Carroll. It is hereby ORDERED and ADJUDGED that:

1. Plaintiff shall recover from Defendants the sum of \$39,899.98 in actual damages, plus late fees in the amount of \$800.00.
2. Plaintiff shall recover prejudgment interest calculated at a rate of 10% per annum December 31, 2020 until May 20, 2026 in the amount of \$21,922.24.

3. Plaintiff is granted the right to immediate possession of the collateral, and Defendants are ordered to immediately turn over the collateral to Plaintiff.
4. Defendants shall pay the total sum of \$62,622.22 to Plaintiff.
5. The total sum of \$62,622.22 claimed in this Judgment does not include any collection costs, litigation costs, or attorney's fees.
6. The Judgment may accrue 5.51% post-judgment interest at the statutory rate set forth in Utah Code §15-1-4.
7. The Judgment may be augmented to include after accruing costs expended in the collection of said Judgment subject to court approval.

It is further ORDERED, ADJUDGED AND DECREED that pursuant to the parties' written agreement, Plaintiff holds a valid security interest in the following property of K Bar T Custom Homes, Inc. d/b/a K Bar T Custom Homes, and Kerry Carroll: in any and all assets of K Bar T Custom Homes, Inc. d/b/a K Bar T Custom Homes, and Kerry Carroll, wherever found, that K Bar T Custom Homes, Inc. d/b/a K Bar T Custom Homes, and Kerry Carroll now owns or shall acquire, including, but not limited to: (a) all tangible and intangible personal property of Defendants, including, but not limited to, all cash or cash equivalents, accounts, deposit accounts, chattel paper, documents, equipment, general intangibles, instruments, inventory, investment property (including certificated and uncertificated securities, securities accounts, securities entitlements, commodity contracts and commodity accounts), letter of credit rights, commercial tort claims and as-extracted collateral (as those terms are defined in Article 9 of the Uniform Commercial Code ("UCC") in effect from time-to-time in the State of Utah); (b) all

patents, patent applications, trademarks, trade names, service marks, logos, copyrights, and other sources of business identifiers, and all registrations, recordings and applications with the U.S. Patent and Trademark Office (“USPTO”) and U.S. Copyright Office and all renewals, reissues and extensions thereof (collectively “IP”), together with any written agreement granting any right to use any IP; and (c) all accessions, attachments, accessories, parts, supplies and replacements, products, proceeds and collections with respect to the items described in (a) and (b) above, as those terms are defined in Article 9 of the UCC and all records and data relating thereto. Accordingly, the Defendants, K Bar T Custom Homes, Inc. d/b/a K Bar T Custom Homes, and Kerry Carroll, are ordered to immediately surrender and turn over to the Plaintiff and its representatives, to partially or wholly satisfy this Judgment, all assets that were used to secure the Defendants’ obligations under the Agreement, including those described above. In addition, Plaintiff is entitled to obtain possession of and to liquidate all the assets described above to wholly or partially satisfy this Judgment consistent with the UCC and state law.

[The Court's signature and seal appear at the top of the first page.]