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

CORBIN MATTHEWS,

Plaintiff,

v.

CEDAR CORNERS MANAGEMENT, LLC, a
Utah limited liability company, and THE
TRISTAR IRREVOCABLE TRUST, a Utah
irrevocable trust,

Defendants.

**ORDER GRANTING
PLAINTIFF'S MOTION FOR
SUMMARY JUDGMENT**

-AND-

JUDGMENT

Case No. 250300123

Judge: Kraig Powell

Tier: 3

Pending before the Court is *Plaintiff's Motion for Summary Judgment* ("Motion for Summary Judgment") [Doc. 14]. Defendants failed to timely respond to the Motion for Summary Judgment within 14 days as required by Utah R. Civ. P. 7(d). Accordingly, Defendants have not disputed any of the factual allegations or legal arguments set forth in the Motion for Summary Judgment. The Court has reviewed the Motion for Summary Judgment and for good cause appearing determines and ORDERS:

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UNOPPOSED FINDINGS OF FACT

1. Beginning in 2017, Plaintiff Matthews issued a series of loans to Defendants Cedar and Tristar and/or Heath Johnston (“Johnston”) pursuant to two promissory notes and amendments thereto (the “Loans”).

2. Defendants Cedar and Tristar and Johnston failed to timely repay the Loans in accordance with the terms of the promissory notes and amendments thereto resulting in a material breach of those Loans.

3. Plaintiff warned Defendants and Johnston that he was going to file suit unless the Defendants and Johnston agreed to enter into a final settlement agreement.

4. Defendants and Johnston agreed to do so and, accordingly, entered into a Settlement Agreement on April 30, 2025 (the “Settlement Agreement”).

5. Pursuant to the Settlement Agreement, Defendants Cedar and Tristar (and Heath Johnston “Johnston,” individually) agreed to the following terms:

a. All three parties are *jointly and severally* liable as co-debtors to pay Plaintiff Matthews the total principal amount of five-hundred and two thousand dollars (\$502,000.00) in accordance with the following schedule:

Description	Payment Date	Amount
First Payment	May 1, 2025	\$2,000.00
Second Payment	June 1, 2025	\$2,000.00
Third Payment	July 1, 2025	\$2,000.00
Fourth Payment	August 1, 2025	\$5,000.00
Fifth Payment	September 1, 2025	\$5,000.00

Sixth Payment	October 1, 2025	\$5,000.00
Seventh Payment	November 1, 2025	\$10,000.00
Eighth Payment	December 1, 2025	\$10,000.00
Ninth Payment	January 1, 2026	\$10,000.00
Tenth Payment	February 1, 2026	\$10,000.00
Eleventh Payment	March 1, 2026	\$10,000.00
Twelfth Payment	April 1, 2026	\$431,000.00
	TOTAL	\$520,000.00

b. In addition to the foregoing payments, Defendants and Johnston agreed that that they are jointly and severally liable as co-debtors to pay an additional \$25,100.00 in total interest accrued over the course of the payment schedule set forth above. The interest payment of \$25,100.00 is due at the same time the Twelfth Payment is due (i.e. on April 1, 2026).

c. Defendants and Johnston are entitled to a five (5) day grace period and that no payment shall be deemed “late” provided that payment is deposited in Plaintiff Matthews’ account no later than 5 calendar days after the payment is due.

d. Defendants and Johnston further agreed to pay a stepped-up interest at the rate of 18% per annum in the case of a material breach of the Settlement Agreement commencing on the day of the breach and continuing until all principal and interest is paid in full.

e. Defendants and Johnston agreed to pay any and all attorney’s fees and costs incurred in enforcing the Settlement Agreement and/or collecting any past due amounts thereon.

6. Johnston also individually signed a Confession of Judgment for the aforementioned amounts.

7. Although Defendants Cedar and Tristar did not sign the Confession of Judgment, they did sign the Settlement Agreement.

8. Plaintiff has separately filed an action to enforce the Confession of Judgment against Johnston and has obtained a default judgment against Johnston.

9. Defendants and Johnston made a \$2,0000.00 payment for the month of May 2025. Defendants and Johnston failed to pay the next month's payment (June 1, 2025) and made no payment within the 5-day grace period under the Settlement Agreement, resulting in a material default.

10. Subsequently, Defendants and Johnson made two \$5,000.00 payments and a \$2,000.00 between July and November 2025, but have made no other payments.

11. Currently, the following amounts are owed by Defendants to Plaintiff through May 1, 2026:

Description	Outstanding Balance Owed
\$502,000.00 principal amount <i>minus</i> \$14,000.000 (amount of any installment payments sporadically received by Plaintiff between May 2025 and November 2025)	\$488,000.00
\$25,100.00 lump sum interest	\$25,100.00
Default interest at the rate of 18% per annum from June 1, 2025 through May 1, 2026	\$73,200.00
Attorney's Fees (to be augmented)	\$8,750.00
Costs	\$375.00
TOTAL	\$595,425.00

[Exhibit 2, ¶ 12].

12. Pursuant to the Settlement Agreement, Plaintiff Matthews is further entitled to ongoing interest at the rate of 18% per annum as well as all additional attorney's fees and

costs incurred in bringing this action and/or collecting on any judgment entered. [See, Exhibit 1, p. 2, ¶ (g)].

CONCLUSIONS OF LAW

Summary judgment may be granted only “if the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law.” Utah R. Civ. P. 56(c). Based on the unopposed Findings of Fact (set forth *supra.*), the Court rules that Plaintiff breached the terms of the Settlement Agreement by failing to timely deliver payments due under the Settlement Agreement. In order to recover damages for a breach of contract, a claimant must prove that:

- (1) there was a contract between the parties;
- (2) the party claiming breach did what the contract required of the party to do or was otherwise excused from performing;
- (3) the other party breached the contract by not performing its obligations; and
- (4) the non-breaching party was damaged because of the breach.

Bair v. Axiom Design, L.L.C., 2001 UT 20, ¶ 14, 20 P.3d 388, 392.

In the case at bar, all four elements are met. The Settlement Agreement between the parties identified specific terms and conditions governing each party’s performance. Plaintiff complied with all of his obligations under the terms of the Settlement Agreement. The Settlement Agreement expressly required that Defendants make monthly payments to Plaintiff. Defendants and Johnston made a \$2,0000.00 payment for the month of May 2025. Defendants and Johnston failed to pay the next month’s payment (June 1, 2025) and made no payment within the 5-day

grace period under the Settlement Agreement, resulting in a material default. Subsequently, Defendants and Johnson made two \$5,000.00 payments and a \$2,000.00 between July and November 2025, but have made no other payments. By failing to make timely payments when due, Defendants materially breached the terms of the Settlement Agreement and caused substantial financial harm to Plaintiff.

ATTORNEY'S FEES, COSTS AND PREJUDGMENT INTEREST

As set forth in paragraph 1(g) of the Settlement Agreement, "if any Borrower materially breaches [the Settlement Agreement], the interest rate of any outstanding principal amount owed shall, at the time of the breach, increase to eighteen percent (18%) per annum and continue thereon until Borrowers pay the balance of the principal amount plus any interest accrued thereon (which interest rate shall continue post-judgment)." This interest rate is *in addition* to the \$25,100.00 lump interest set forth in paragraph (1)(b) of the Settlement Agreement. Defendants owe an additional \$73,200.00 in interest (from June 1, 2025 through May 1, 2026 on the principal amount of \$488,000.00).

Paragraph 3(l) of the Settlement Agreement allows Plaintiff to recover all attorney's fees and costs incurred as a result of enforcing the Settlement Agreement and/or collecting any past-due amounts thereon. Pursuant to the Declaration of Attorney's Fees and Costs provided by Defendants' legal counsel, Defendants are awarded the amount of \$8,750.00 for attorney's fees and \$375.00 for costs. The amount may be augmented by any additional attorney's fees or costs incurred by Plaintiff in enforcing the Settlement Agreement or collecting any Judgment entered by the Court in this matter.

Prejudgment interest shall accrue at the rate of 10% per annum beginning from the date of breach of the Settlement Agreement (i.e. June 1, 2025).

CONCLUSION

The material facts in this case demonstrate that no genuine dispute exists, even when viewed in the most favorable light to the Defendants, and that Plaintiff is entitled to judgment as a matter of law. Wherefore, the Court grants summary judgment in favor of Plaintiff, awarding Plaintiff the following amounts:

- Principal Amount: \$488,000.00
- Previously Incurred Interest: \$25,100.00
- Interest from Breach: \$73,200.00
- Attorney's Fees: \$8,750.00
- Costs: \$375.00

TOTAL \$595,425.00

Defendants are further awarded any additional attorney's fees or costs incurred in enforcing or collecting this Judgment.

-----END OF ORDER-----

*****ENTERED AND EXECUTED BY THE COURT AS INDICATED BY THE DATE AND SEAL
AT THE TOP RIGHT CORNER OF THIS ORDER*****