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

WINSLOW MORRELL, an individual,

Plaintiff,

v.

EARN PORTFOLIOS, LLC., a Utah limited liability company, and **ADAM DAVIS**, an individual,

Defendants.

JUDGMENT

Case Number: 250406366

Honorable Judge Derek J. Pullan

Defendant Adam Davis, ("Defendant") has been served with process in this matter and has failed to respond to Plaintiffs' Complaint, and the timeframe to respond permitted under Rule 12 of the Utah Rules of Civil Procedure has expired. Due to counsel for Plaintiffs having requested judgment against the Defendant and having filed the proper motion in accordance with Rules

55(a) and (b) of the Utah Rules of Civil Procedure, judgment is hereby entered against in favor of Plaintiff Winslow Morrell, and against Defendant Adam Davis, pursuant to the Complaint.

WHEREFORE it is hereby ORDERED, ADJUDGED, and DECREED that default judgment is hereby entered against Defendant Adam davis as follows:

1. The Complaint was filed on December 19, 2025.
2. Defendant filed a Motion to Dismiss on January 20, 2026.
3. A hearing on the Motion to Dismiss was held on May 21, 2026.
4. The court ordered the denial of the Motion to Dismiss on June 11, 2026.
5. Defendant had 14 days from June 11, 2026 to file its answer pursuant to Utah Rules of Civil Procedure 12(a)(1)(A).
6. The time in which to file an Answer has passed, and the Defendant has not answered or otherwise appeared.
7. A Motion for Default Judgment has been filed.
8. The Default Certificate has been submitted.
9. The Default Judgment should be entered based on the facts found in the uncontested Motion for Default Judgment.
10. Judgment is hereby entered against Defendant in favor of Plaintiff in the amount of \$86,362.50, as follows:
 - 10.1. \$77,250.00 for principal amounts owed for Defendant's breach of contract, (calculated as: (\$66,000.00 [principle amount owed to Plaintiff under Loan Agreement] + \$1,000.00 [principle amount owed to Plaintiff under Loan Agreement Extension] + \$750*21 [Agreed monthly payments owed to Plaintiff

under Second Loan Agreement Extension beginning November, 2024 continuing through today] - \$5,500.00 [Payments made between May and July, 2025]) as pled in ¶45, 53, and 66 of the Complaint.

10.2. \$9,112.50 for attorney fees as allowed under Exhibit A of the Loan Agreement “The Guarantor, in case of suit hereon, agrees to pay reasonable attorney’s fees, costs of collection and litigation expenses incurred by the Note Holder” and Utah Code § 78B-5-826 as pled in ¶45, 53, and 66 of the Complaint.

10.3. The Judgement will continue to accrue \$750.00 each month until satisfied.

11. Pursuant to Utah Code § 15-1-4, judgment shall accrue interest at the applicable statutory rate until satisfied.

12. This judgment may be supplemented and/or augmented by attorney fees, costs, and/or other amounts reasonably incurred in the collection of the judgment.

13. The Court retains the authority to take measures to enforce this judgment in the event it is not timely paid.

ENTERED BY THE COURT

****On the date and as indicated by the Court’s Seal at the top of the first page****

END OF ORDER