



Barry N. Johnson (6255)
Bradley C. Johnson (17250)
Noah M. Shepardson (20373)
BENNETT TUELLER JOHNSON & DEERE
Attorneys for Plaintiff
3165 East Millrock Drive, Suite 500
Salt Lake City, Utah 84121
Telephone: (801) 438-2000
Email: bjohnson@btjd.com;
bradley.johnson@btjd.com;
nshepardson@btjd.com

Attorneys for Railroad Servicing LLC

IN THE FOURTH JUDICIAL DISTRICT COURT UTAH

COUNTY, STATE OF UTAH

RAILROAD SERVICING LLC, a Delaware limited liability company, Plaintiff, vs. JAMES NIU, an individual, in his capacity as trustee of ELOHIM TRUST, a Utah trust, Defendant.	FINAL JUDGMENT Civil No. 250406258 Judge Shawn R. Howell
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Pursuant to Rule 58A, which requires that every judgment be set out in a separate document ordinarily titled "Judgment," the Court hereby orders, adjudges, and decrees as follows:

1. On February 11, 2026, the Court entered its Order on January 28, 2026 Occupancy Hearing (the "**Order**") based on a three-hour evidentiary hearing regarding Plaintiff Railroad

Servicing LLC's ("**Railroad**") claims for unlawful detainer and breach of contract against Defendant James Niu ("**Niu**") in his capacity as trustee of the Elohim Trust ("**ET**").

2. In the Order, the Court made several dispositive findings of fact as follows (the "**Court's Factual Findings**"):

a. On December 4, 2023, Railroad and Niu, in his capacity as trustee of ET, entered into the Lease & Option Agreement (the "**Lease**") whereby ET agreed to pay monthly rental payments, due and payable on the first of each month, in exchange for being able to lease and use the premises located at 1673 South 1700 East, Spanish Fork, Utah 84660 (the "**Premises**");

b. The Lease is a valid contract under Utah law, and, by its express terms, is governed by Utah law;

c. Pursuant to the Lease, ET also agreed to pay additional late fees in the amount of \$300 if it failed to make any required payment within 10 days of its due date;

d. ET failed to honor its obligation to pay rent and related fees under the Lease, racking up an outstanding balance of \$14,828 in missed rental payments and fees through November 21, 2025;

e. During the same time, Railroad honored its obligations under the Lease by making the Premises available to ET;

f. Due to ET's failure to honor its obligations to pay rent and late fees due and owing under the Lease, Railroad hand delivered, sent via certified mail, and emailed ET a written notice to Pay Rent or Surrender Possession of Property (the "**Notice**") on November 21, 2025, to which it attached a full accounting showing the total amounts charged, paid, and currently owing under the Lease;

g. The Notice further demanded that ET either pay the then-outstanding balance of \$14,828 within five days or surrender the Premises;

h. Despite receiving the Notice, ET failed to pay the then-outstanding balance, has since refused to pay any additional amounts due to date, and remained in possession of the Premises;

i. Through January 30, 2026, Railroad has been damaged in an amount no less than \$22,228 in delinquent rental payments and late fees; and

j. ET breached the Lease by failing to pay the delinquent rental payments and late fees. *See generally* Order at ¶ 2 (Dkt. No. 72).

3. Based on the Court’s Factual Findings, the Court held that “ET is liable for breach of the parties’ Lease & Option Agreement.” *See id.* at ¶ 3.

4. The Court further held that, “[b]ecause ET is liable for breach of the parties’ Lease & Option Agreement, Railroad is entitled to its damages resulting from ET’s breach, including all unpaid rent and late fees. Railroad is also entitled to interest at the 10% per annum statutory interest rate” pursuant to Utah Code § 15-1-1(2). *See id.* at ¶¶ 4, 7.

5. Relatedly, the Court held that, “[b]ased on the Court’s Factual Findings, the Court finds that ET is liable for unlawful detainer of the Premises,” “entitl[ing]” Railroad to “its damages resulting from ET’s unlawful detainer of the Premises,” including “treble damages” “pursuant to Utah Code § 78B-6-811(3)” and “attorneys’ fees and costs” “under Utah Code § 78B-6-811(5).” *See id.* at ¶¶ 5–9.

6. In total, the Court, via its Order, awarded Railroad \$22,228 on its Claim for Relief for breach of contract, plus the 10% per annum statutory interest rate on the \$22,228 pursuant to

Utah Code § 15-1-1(2), which, at the time the Order was entered, equaled \$2,228, for a total of \$24,450.80. *See id.* at ¶ 7.

7. The Court also awarded Railroad treble damages resulting from ET's unlawful detainer of the Premises pursuant to Utah Code § 78B-6-811(3), amounting to \$73,352.40 (\$24,450.80 times three). *See id.* at ¶ 8.

8. Given the time that has passed since the Order was entered, additional interest has accumulated on the \$22,228 in damages for breach of contract at the 10% per annum statutory interest rate set forth under Utah Code § 15-1-1(2) in the amount of \$931.75 from entry of the Order on February 11, 2026 to July 14, 2026.

9. In total, the interest due and owing to Railroad amounts to \$3,159.75 (\$2,228 plus \$931.75), resulting in a new total of \$76,163.25 to be awarded under Utah Code § 78B-6-811(3) (\$25,387.75, which represents the \$22,228 in principal plus the \$3,159.75 in interest, trebled).

10. Lastly, the Court awarded Railroad its attorneys' fees and costs "through the date of this Order under Utah Code § 78B-6-811(5), in addition to any additional attorneys' fees and cost incurred in the future in connection with this action[.]" *See id.* at ¶ 9.

11. Pursuant to the Order, on March 27, 2026, via its Ruling and Order on Plaintiff's Attorneys' Fees and Costs Declaration (the "**Ruling**"), the Court awarded Railroad \$27,547.33 under Utah Code § 78B-6-811(5), comprised of \$26,804.75 in attorneys' fees and \$742.58 in costs. *See Ruling* (Dkt. No. 107) at 6.

12. Therefore, all claims in this action have been resolved in Railroad's favor through the Order and Ruling, and it is **ORDERED, ADJUDGED, AND DECREED** that Final Judgment is entered against Niu, in his capacity as trustee of ET, on Railroad's Claims for Relief for breach of

contract and unlawful detainer in the amount of **\$103,710.58**, which is the sum of the following amounts:

a. \$76,163.25, representing the amount awarded on Railroad's Claim for Relief for breach of contract, which itself is comprised of the principal amount of \$22,228 in delinquent rental payments and fees plus \$3,159.75 in interest pursuant to the 10% per annum statutory interest rate for an action for breach of contract provided by Utah Code § 15-1-1(2), trebled, pursuant to Utah Code § 78B-6-811(3) due to Railroad prevailing on its Claim for Relief for unlawful detainer; and

b. \$27,547.33 in attorneys' fees and costs pursuant to Utah Code § 78B-6-811(5), representing \$26,804.75 in attorneys' fees and \$742.58 in costs.

13. Post-judgment interest is to accrue on the principal balance of the Final Judgment at the rate of 10% per annum pursuant to Utah law.

14. It is further ordered that the amount of the Final Judgment may be augmented by Railroad's reasonable attorneys' fees and costs incurred since the date of the Order and Railroad's reasonable attorneys' fees and costs incurred to enforce this Final Judgment until the Final Judgment is satisfied in full.

HEREBY ENTERED BY THE COURT
EFFECTIVE ON THE DATE THAT THIS ORDER IS SIGNED AT THE UPPER-RIGHT
CORNER OF THE FIRST PAGE OF THIS ORDER

CERTIFICATE OF SERVICE

I hereby certify that on 14th day of July, 2026, I caused a true and correct copy of the foregoing proposed **FINAL JUDGMENT** to be Greenfiled, which caused it to be served on the following:

James Niu
semisiniu444@gmail.com
Defendant

/s/ Heidi Burch