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

JOLLEY PRIME INVESTMENTS, LLC,
Plaintiffs,
vs.
JOSE DE JESUS PENALOZA dba
REFRESKERIA MI FIESTA, LLC,
Defendants.

**DEFAULT JUDGMENT
AND ORDER**

Civil No. 260403133 EV
Judge Denise M. Porter

IT IS ORDERED that, pursuant to a default certificate entered by the court, Plaintiffs are granted a judgment and order against Defendant Jose De Jesus Penaloza dba Refreskeria Mi Fiesta, LLC(hereinafter "Defendants") in the amount of \$120,087.50, which consists of:

1. \$28,200.00 in rents (principal) through August 2026.
2. \$1,200.00 in late fees.
3. \$88,200.00 for treble damages pursuant to Utah Code Ann. § 78B-6-811 (2)(d) and (3)).
4. \$2,012.50.00 in Attorney fees as prayed for in the Complaint and stated by declaration (pursuant to written contract or Utah Code Ann. § 78B-6-811).
5. \$375.00, as prayed for in the Complaint, in filing fees to this court.
6. \$100.00, as prayed for in the Complaint, in service fees.

IT IS FURTHER ORDERED that any security deposit paid by Defendants shall be held by Plaintiffs pending a move-out inspection after Defendants have vacated the Property. The security deposit shall first be applied to any waste/damages committed against the property or other charges allowed by the Lease Agreement. The balance of the security deposit, if any, shall

be applied to this Judgment. Any remaining amount, if any, shall be returned to Defendants.

IT IS FURTHER ORDERED, the total judgment shall incur interest at the rate of 18% per annum as stated by contract from the date of judgment until paid plus after-accruing costs. Plaintiff may request post-judgment costs by filing an affidavit or declaration and seeking a subsequent court order.

IT IS ALSO ORDERED, pursuant to the relief prayed for in the Complaint as well as Utah Code Ann. § 78B-6-811(1)(c), that this court declares the forfeiture of the Lease Agreement as well as any contracts between Plaintiffs and Defendants. Defendants are not released from any obligation for payments owed to Plaintiffs for the remainder of the Lease's term.

-----**END OF ORDER – SIGNATURE AT TOP**-----