The Order of the Court is stated below:
Dated: November 09, 2026 06:26:35 PM **/s/** SEAN PETERSEN
District Court Judge

R. Samuel Ehlers, #10928
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IN THE FOURTH JUDICIAL DISTRICT
UTAH COUNTY, STATE OF UTAH

MICAH LEE SMITH, Plaintiff, v. ORANGE TITLE INSURANCE AGENCY, INC, MONICA CHAVEZ, AND DIRECT MORTGAGE INC., AND 1-10 JOHN DOES, Defendants.	**FINAL JUDGMENT PURSUANT TO RULE 58A OF THE UTAH RULES OF CIVIL PROCEDURE** Case No. 250404019 Judge Sean M. Petersen Discovery Tier 3

Pursuant to Rule 58A(a) of the Utah Rules of Civil Procedure, the Court hereby enters this Final Judgment, adjudging and declaring as follows:

1. All claims and the rights and liabilities of all parties in this matter have been adjudicated.

2. The real property at issue in this case has an address of 760 S 100 W, Payson, UT 84651, in Utah County, Utah, more particularly described as:

COMMENCING 201 FEET NORTH OF THE SOUTHEAST CORNER OF BLOCK 8, PLAT "P", PAYSON CITY SURVEY OF BUILDING LOTS; THENCE NORTH 84 FEET; THENCE WEST 118 FEET; THENCE SOUTH 84 FEET; THENCE EAST 118 FEET TO THE PLACE OF BEGINNING.

Parcel ID No: 08-118-0005

(the "**Property**").

3. Micah Lee Smith ("**Smith**"), as Borrower, executed a *Deed of Trust* dated March 25, 2020, securing a loan in the amount of $225,000 evidenced by a note, in which Direct Mortgage, Corp., incorrectly named in the caption of this case as Direct Mortgage, Inc. ("**Direct Mortgage**"), was named Lender, and Mortgage Electronic Registration Systems, Inc., acting solely as a nominee for Lender and Lender's successors and assigns ("**MERS**"), was named Beneficiary, that was recorded on March 30, 2020, as Entry No. 40618:2020, of the Official Records of Utah County, Utah (the "**Smith DOT**").

4. Orange Title Insurance Agency, Inc. ("**Orange Title**"), as grantor, conveyed the Property to Direct Mortgage, Corp., as grantee, via a *Trustee's Deed* dated August 1, 2025, and recorded on August 4, 2025, as Entry No. 58272:2025, in the Official Records of Utah County, Utah (the "**Trustee's Deed**"), giving notice that a trustee's sale of the Property under the Smith DOT took place on July 29, 2025 (the "**Trustee's Sale**").

5. **The Trustee's Sale and the Trustee's Deed were both valid**.

6. Direct Mortgage, Corp., as grantor, conveyed the Property to Stefanie Memmott and Nathan Hansen Memmott (collectively, the "**Memmotts**"), as grantees, via a *Special Warranty Deed* dated September 10, 2025, and recorded on September 23, 2025, as Entry No. 72799:2025, of the Official Records of Utah County, Utah (the "**Memmott SWD**").

7. **The Memmotts were bona fide purchasers for value and are the sole owners of the Property pursuant to the Memmott SWD**.

8. **Micah Lee Smith ("Micah Smith") has no right, title, or interest in the Property, and title to the Property is quieted in the Memmotts as against Micah Smith** such that the Memmotts' first cause of action in their Complaint in Intervention is decided in the Memmotts' favor.

9. The *Notice of Lis Pendens* Micah Smith recorded against the Property on October 20, 2025, as Entry No. 81042:2025, of the Official Records of Utah County, Utah (the "**Lis Pendens**"), was invalid and of no force or effect and has previously been released from title to the Property pursuant to the Court's Order filed January 30, 2026. Micah Smith shall not record another Lis Pendens against the Property without first obtaining an order from this Court that authorizes him to do so. Utah Code Ann. § 78B-6-1304(4).

10. The following documents recorded by Micah Smith against the Property are of no force or effect, do not cloud title to the Property, and are hereby released from title to the Property:

a. A *Notice of Certificate of Acceptance of Declaration of Land Patent, Land Patent # 233, Dated May 1, 1822*, recorded on November 18, 2024, as Entry No. 81151:2024 (the "**Land Patent Notice**").

b. A *Notice of Claim to Property* dated and recorded on June 17, 2025, as Entry No. 45010:2025, in the Official Records of Utah County, Utah (the "**45010 Notice of Claim**").

c. A second *Notice of Claim to Property* dated and recorded on July 15, 2025, as Entry No. 52455:2025, in the Official Records of Utah County, Utah (the "**52455 Notice of Claim**").

11. On March 3, 2026, this court filed an *Order Granting Motion to Dismiss* without leave to amend as to all of Micah Smith's claims and causes of action set forth in his Complaint against Defendants Orange Title, Monica Chavez, and Direct Mortgage, who were dismissed by that Order with prejudice.

12. The *Order Denying Plaintiff's Motion to Amend Judgment* filed May 22, 2026 [Docket No. 189] is hereby incorporated by reference as though fully set forth herein except that the reference to "Rule 59(e)" of the Utah Rules of Civil Procedure referenced in paragraph 1 of that document is hereby reformed to read "Rule 59(a)."

13. Any and all motions still pending are hereby denied.

14. Pursuant to the Court's *Findings of Fact, Conclusions of Law, and Orde*r filed September 29, 2026, the Court has found Micah Smith to be a vexatious litigant by clear and convincing evidence pursuant to Rule 83 of the Utah Rules of Civil Procedure. Micah Smith is ordered: (a) to obtain an attorney before proceeding further in this action; and (b) to refrain from filing any papers, pleadings, or motions with the court except through an attorney who represents Micah Smith in this action. The court will no longer accept *pro se* filings by or from Micah Smith in this case. Except as allowed by Utah law, any documents Micah Smith attempts to file himself shall not be accepted by the court and/or shall be struck and shall not become part of the court record.

15. This Final Judgment may be recorded in the Official Records of Utah County, Utah.

The Court's signature appears at the top of the first page of this Final Judgment.

END OF DOCUMENT

Approved as to form by:

/s/R. Samuel Ehlers
R. Samuel Ehlers
ALDRIDGE PITE, LLP
Attorneys for Defendants Direct Mortgage, Inc., Orange Title Insurance Agency, Inc., and Monica Chavez

(Signed by filing attorney Sara E. Bouley with permission of attorney R. Samuel Ehlers)

CERTIFICATE OF SERVICE

I hereby certify that on November 9, 2026, I caused a true and correct copy of the foregoing proposed **FINAL JUDGMENT PURSUANT TO RULE 58A OF THE UTAH RULES OF CIVIL PROCEDURE** to be served in the manner indicated to the following parties at the addresses listed below:

Micah Lee Smith Micahsmith331@gmail.com	_____Hand Delivery _____First Class, United States Mail, Postage Prepaid _X___E-filing via GreenFiling _____E-filing via CM/ECF _____Email
R. Samuel Ehlers ALDRIDGE PITE, LLP 33 Camino del Rio South, Suite 225 San Diego, CA 92108 sehlers@aldridgepite.com *Attorneys for Defendants Direct Mortgage, Inc., Orange Title Insurance Agency, Inc., and Monica Chavez*	_____Hand Delivery _____First Class, United States Mail, Postage Prepaid _X___E-filing via GreenFiling _____E-filing via CM/ECF _____Email

/s/Sara E. Bouley
Sara E. Bouley