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**IN THE SECOND JUDICIAL DISTRICT COURT
DAVIS COUNTY, FARMINGTON DISTRICT, STATE OF UTAH**

PRIME ALLIANCE BANK, INC., a Utah
corporation,

Plaintiff,

v.

DASILVA UNDERGROUND
CONSTRUCTION INCORPORATED f/k/a
STEPHEN M. SILVA II INCORPORATED
d/b/a DASILVA UNDERGROUND
CONSTRUCTION, a California corporation;
RACHELLE R. RILEY, an individual,

Defendants.

**DEFAULT JUDGMENT
(DASILVA UNDERGROUND
CONSTRUCTION INCORPORATED)**

Case No. 250701051

Judge David J. Williams

TIER 3

IN THIS ACTION, Defendant DaSilva Underground Construction Incorporated, a California corporation, f/k/a Stephen M. Silva II Incorporated d/b/a DaSilva Underground Construction ("**Defendant**"), having been regularly served with process and having failed to appear and answer the plaintiff's complaint filed herein, and the time allowed by law for answering having expired, the default of said Defendant in the premises having been duly

entered according to law, now upon the application of said plaintiff, judgment is hereby entered against Defendant in accordance with the prayer of said complaint.

WHEREFORE, by virtue of the law, and by reason of the premises aforesaid, it is ordered, adjudged and decreed that plaintiff Prime Alliance Bank Inc. have judgment against DaSilva Underground Construction Incorporated, a California corporation, f/k/a Stephen M. Silva II Incorporated d/b/a DaSilva Underground Construction, jointly and severally, for \$3,967,641.41, plus interest on this amount from and after April 26, 2025, both before and after judgment, at the contract rate of one and one-half percent (1.5%) per month, until paid.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Prime Alliance Bank Inc. is entitled to immediate possession, use and enjoyment of the Equipment Collateral, as that term is defined in Plaintiff's Complaint herein, superior to all right, title or interest of the Defendant, and all other parties claiming under Defendant, ordering that Defendant is enjoined from using the Equipment Collateral.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Defendant is directed to immediately deliver the Equipment Collateral to a location designated by Plaintiff, and that a Writ of Replevin, and accompanying Writ of Assistance, or a Writ of Execution be issued to seize and sell the Equipment Collateral according to the laws and practices of this Court, to satisfy the amounts which are found herein due and owing under the EFA, and that the proceeds of such sale be applied first to the costs of foreclosure, including attorneys' fees, and then to the indebtedness and obligations represented by the EFA.

IT IS FURTHER ORDERED THAT THIS JUDGMENT MAY BE AUGMENTED IN THE AMOUNT OF REASONABLE COSTS AND ATTORNEY'S FEES EXPENDED IN

COLLECTING SAID JUDGMENT BY EXECUTION OR OTHERWISE AS SHALL BE
ESTABLISHED BY AFFIDAVIT OR DECLARATION.

IT IS SO ORDERED.

** In accordance with the Utah State District Courts E-filing Standard No. 4, and
URCP Rule 10(e), this Default Certificate does not bear the handwritten signature of
the Judge, but instead displays an electronic signature at the upper
right-hand corner of the first page of this Default Certificate. **