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**IN THE THIRD JUDICIAL DISTRICT COURT  
IN AND FOR SALT LAKE COUNTY, STATE OF UTAH**

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WILLIAM SEARS, an individual, and  
ANNA SEARS, an individual,  
*Plaintiffs,*

vs.

787, LLC, a Utah limited liability  
company; RYAN GARRETT, an  
individual; DANIEL GRANDERATH,  
an individual; and JOHN DOE,  
*Defendants.*

**JUDGMENT**

Case No. 210903239

Judge: *Honorable* Robert Faust

This matter comes before the Court on the Confession of Judgment entered January 20, 2023 (the “Confession of Judgment”), pursuant to the Settlement Agreement dated April 14, 2022 (the “Settlement Agreement”), the Consent to Entry of Judgment by Confession (January 12, 2023), the Confession of Judgment (January 20, 2023) and the Order Confession of Judgment (1/20/2023). The Court, having reviewed the file and pleadings

herein and being fully advised in the premises, enters the following Findings and Judgment:

### **FINDINGS**

1. On April 14, 2022, Plaintiffs and 787 entered into a Settlement Agreement resolving the claims in the above-captioned Lawsuit, Case No. 210903239.
2. Under the Settlement Agreement, 787 agreed to pay Sears the sum of ONE HUNDRED SEVENTY THOUSAND DOLLARS (\$170,000.00) (the “Settlement Amount”) in four installments:
  - (i) On or before April 15, 2022: \$42,000.00;
  - (ii) On or before July 15, 2022: \$42,000.00;
  - (iii) On or before October 14, 2022: \$42,000.00; and
  - (iv) On or before January 13, 2023: \$44,000.00.
3. Contemporaneous with execution of the Settlement Agreement, 787 executed a Consent to Entry of Judgment by Confession, consenting to entry of a Judgment by Confession in the event of default in any of 787’s payment obligations. Pursuant to Section 5(a) of the Settlement Agreement, the principal amount owing under the Judgment by Confession is ONE HUNDRED NINETY THOUSAND DOLLARS

(\$190,000.00), less any payments previously made by 787 prior to default.

4. Pursuant to Paragraph 11 of the Confession of Judgement and Order re: Confession of Judgment, Plaintiffs are further entitled to recover reasonable attorney's fees and costs incurred by or on behalf of the Sears in this matter and in enforcing this judgment by confession through obtaining an order and judgment as herein authorized or in seeking to collect upon the same - this Judgment may be augmented by such amounts upon application to the Court.

5. 787 made two payments under the Settlement Agreement:

(a) April 18, 2022: \$42,000.00; and

(b) July 27, 2022: \$42,000.00.

Total payments received: \$84,000.00.

6. 787 failed to make the third installment payment of \$42,000.00 due on or before October 14, 2022. After the expiration of the twenty (20) business day grace period provided in Section 4(e) of the Settlement Agreement, the payment became delinquent and 787 was in breach of the Settlement Agreement.

7. 787 also failed to make the fourth installment payment of \$44,000.00 due on or before January 13, 2023.

8. Pursuant to Section 4(c) of the Settlement Agreement, 787 incurred late fees of 5% on each delinquent payment not made within the twenty (20) business day grace period:

(a) Late fee on third payment (\$42,000.00): \$2,100.00; and

(b) Late fee on fourth payment (\$44,000.00): \$2,200.00.

Total late fees: \$4,300.00.

9. The principal amount owing under the Settlement Agreement is \$190,000.00 less \$84,000.00 in payments, equaling \$106,000.00. Adding the late fees of \$4,300.00 yields a total of \$110,300.00 in principal and late fees owing by 787 to Sears.

10. On January 20, 2023, this Court entered the Confession of Judgment in favor of Sears and against 787, which at Paragraph 11 awarded Sears the Judgment Amount “together with pre-judgment and post-judgment interest as allowed by law, and all court costs and reasonable attorney’s fees incurred by on or behalf of the Sears in this matter and in enforcing this Judgment by Confession through obtaining an order and judgment as herein authorized or in seeking to collect upon the same.”

11. Pursuant to Section 10(m) of the Settlement Agreement, in the event of a breach, the prevailing Party is entitled to an award of its

reasonable attorney fees and costs incurred in connection therewith.

The Confession of Judgment independently authorizes the same.

12. The Settlement Agreement is silent as to an interest rate. Pursuant to Utah Code § 15-1-1(2), where a contract does not specify a rate of interest, pre-judgment interest accrues at the rate of 10% per annum from the date the loss is fixed and ascertainable. Pre-judgment interest on \$110,300.00 at 10% per annum from January 20, 2023 through March 13, 2026 (1,148 days) totals \$34,691.62.

13. Pursuant to Utah Code § 15-1-4(3), post-judgment interest shall accrue on the total judgment amount at the federal post-judgment interest rate as of January 1 of the year in which the judgment is entered, plus 2%.

### **ORDER AND JUDGMENT**

Based upon the foregoing Findings, and for good cause appearing,

#### **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED as follows:**

1. Judgment is entered in favor of Plaintiffs William Sears and Anna Sears and against Defendant 787, LLC, a Utah limited liability company, in the following amounts:

Principal owing:	\$106,000.00
Late fees (§ 4(c)):	\$4,300.00
Pre-judgment interest (10% per annum, Jan. 20, 2023 through Mar. 13, 2026):	\$34,691.62

Reasonable attorney fees:	\$45,670.00
Costs:	\$1,810.08
<b>TOTAL JUDGMENT:</b>	<b>\$192,471.70</b>

2. Post-judgment interest shall accrue on the total judgment amount from the date of entry of this Judgment until paid in full, at the rate provided by Utah Code § 15-1-4(3).
  
3. Plaintiffs are awarded their reasonable attorney's fees in the amount of \$45,670.00 and costs in the amount of \$1,810.08 incurred in this action, including enforcing the Settlement Agreement and the confession of judgment pursuant to Section 10(m) of the settlement agreement and Paragraph 11 of the Confession of Judgment, supported by the Affidavit of Attorneys' Fees and Costs and accompanying Exhibit A filed concurrently herewith. Defendants' right to object to the reasonableness of fees and costs claimed is preserved pursuant to Utah Rule of Civil Procedure 73.

END OF JUDGEMENT.

**\*\*\* PURSUANT TO UTAH R. OF CIV. P. 10(e), THE COURT'S  
SIGNATURE APPEARS AT THE TOP OF THE FIRST PAGE \*\*\***

**Approval as to form:**

DATED March 20, 2026

**HEPWORTH & ASSOCIATES, LLC**

/s/ Emily S. Williams

Michael K. Hepworth (USB No. 15157)

Emily Williams (USB No. 18830)

*Attorneys for Plaintiffs*

/s/ \_\_\_\_\_ \*  
Daniel C. Dansie  
Kirton McConkie  
*Attorneys for Defendants*

**CERTIFICATE OF SERVICE**

I hereby certify that on the 20<sup>th</sup> day of March, 2026, a true and correct copy of the foregoing JUDGMENT was served upon the Parties as follows:

Daniel Dansie, Esq.  
Kirton McConkie  
*Counsel for Defendants*  
ddansie@kmclaw.com  
via email

/s/ Emily S. Williams  
Attorney for Plaintiffs

**CERTIFICATE OF SERVICE**

I hereby certify that on the 6th day of April, 2026, a true and correct copy of the foregoing JUDGMENT was served upon the Parties as follows:

Daniel Dansie, Esq.

Kirton McConkie  
*Counsel for Defendants*  
ddansie@kmclaw.com  
efiling

/s/ Emily S. Williams  
Attorney for Plaintiffs