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

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MULLIGAN FUNDING, LLC,

Plaintiff,

vs.

WINDOWS AMERICA OF  
COLORADO, INC. d/b/a NEW  
WINDOWS FOR AMERICA, et al.,

Defendants.

**JUDGMENT**

Civil No. 260901019

Judge Richard Daynes

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This matter came before the Court on the parties' Stipulation for Entry of Judgment. The Court having reviewed the Stipulation for Entry of Judgment and all pleadings and memoranda on file in the above-captioned action, and being fully advised in the premises, and for good cause showing, hereby orders, adjudges, and decrees as follows:

**1.** Defendants Windows America of Colorado, Inc. d/b/a New Windows for America, and Clyde Lundeen and Kathleen Lundeen (collectively, “Defendants”), acknowledge their indebtedness to Plaintiff Mulligan Funding, LLC (“Mulligan”) in the amount of FOUR HUNDRED NINETY-SIX THOUSAND FORTY-THREE DOLLARS AND 84/100 U.S. DOLLARS (\$496,043.84) (the “Judgment Amount”).

**2.** As set forth in the Settlement Agreement, Defendants shall pay to Mulligan the Settlement Amount of **\$496,043.84** as set forth below:

- a. On or before 5 p.m. PDT on May 4, 2026, Defendants shall pay to Mulligan the amount of \$25,000;
- b. For each consecutive week thereafter, starting on May 11, 2026, for 128 weeks, Defendants shall pay \$3,680.03; and
- c. Defendants have authorized Mulligan to automatically withdraw these payments weekly.

**3.** Should the Defendants terminate their approval for automatic payments, payments made pursuant to Sections 2, or otherwise pursuant to the Settlement Agreement, shall be made to the following account, or any other account later designated in writing by Mulligan and sent to Defendants (email and regular U.S. mail shall constitute a writing):

**Bank Name:** CIBC Bank USA

**Bank Address:** 120 S La Salle St, Chicago, IL, 60603  
**ABA/Routing #:** 0710-0648-6  
**Account ("A/C"):** 2826550  
**Swift Code:** PVTBUS44  
**Favor of ("F/O"):** Mulligan Asset Securitization II LLC  
**Reference:** Windows America of Colorado, Inc. d/b/a New Windows for America

4. The timely payment of the Settlement Amount shall satisfy the Judgment Amount. Should the Defendants fail to pay the Settlement Amount as described in Section 2, the Defendants are jointly and severally liable to Plaintiff for the entire Judgment Amount.

5. If any of the payments required in Section 2 above are not made in full when due, Mulligan may file with this Court a Notice of Non-Payment of Judgment indicating which payments Defendants made and which they failed to make in whole or in part. If Defendants fail to contest the amounts set forth in the Notice of Non-Payment of Judgment within fourteen (14) days of it being filed, then this Judgment shall be amended to provide that Plaintiff may execute on the amount of the unpaid Judgment set forth in the Notice of Non-Payment of Judgment. If Defendants dispute the factual contention made in the Notice of Non-Payment of Judgment, then within fourteen (14) days Defendants shall submit evidence of the payments they claim to have made which were not accounted for by Mulligan in the Notice of Non-Payment of Judgment. If Defendants proffer any such evidence, then

Mulligan shall have fourteen (14) business days to dispute Defendants' evidence or Defendants' evidence will be deemed admitted for purposes of ascertaining the amount of the unpaid Judgment. If there is a dispute over the evidence, then an evidentiary hearing will be scheduled and held.

**6.** The failure by Defendants to pay any of the installment payments when due shall also entitle Mulligan to its reasonable attorney's fees incurred as a result thereof. Mulligan may establish the amount of its reasonable attorney's fees by filing an affidavit or declaration of its counsel attesting to same. The amount of Mulligan's reasonable attorney's fees shall be added to the amended Judgment.

**7.** Any unpaid portion of the Judgment Amount which is not timely paid shall bear interest from the date of the last payment received at the rate of 34% per annum, which shall be added to the amended Judgment.

**8.** The Judgment Amount as amended plus any accrued interest and attorney's fees (the "Amended Judgment Amount") shall accrue interest at the rate of 34% per annum until satisfied.

**9.** The Court shall retain jurisdiction over this matter until satisfaction of a judgment is filed by Plaintiff.

**10.** This Judgment is a final judgment as contemplated by Utah Rule of Civil Procedure 54(b), and that there is no just reason for delay for entering the same

**— END OF DOCUMENT —**

**— In accordance with the Utah State District Courts E-filing Standard No. 4, and URCP Rule 10(e), this Order 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 Order. —**

**APPROVED AS TO FORM:**

BABCOCK SCOTT & BABCOCK, P.C.

/s/ Jeffrey R. Handy  
Jeffrey R. Handy  
*Attorneys for Plaintiff*

WASATCH LEGAL SERVICES

/s/ Derek Williams  
Derek G. Williams  
*Attorneys for Defendants*  
*(Signed with permission of counsel given via email)*

**CERTIFICATE OF SERVICE**

I hereby certify that on May 7, 2026, a true and correct copy of the foregoing document was filed with the court, which gave notice to the following:

Derek G. Williams  
Wasatch Legal Services  
derekwilliams@wasatchlegalservices.com  
*Attorney for Defendants*

/s/ Sharon J. Ortega