



KEVIN D. JEFFS, #12563
Jeffs & Jeffs, P.C.
Attorneys for Plaintiff
P.O. Box 888/90 North 100 East
Provo, Utah 84603
Telephone: 801-373-8848
Facsimile: 801-373-8878

IN THE THIRD JUDICIAL DISTRICT COURT OF TOOELE COUNTY

TOOELE DEPARTMENT, STATE OF UTAH

EZ EXECUTIVE HOLDINGS, LC, a Utah limited liability company, Plaintiff vs. THOMAS CHAPMAN, an individual, and JODY CHAPMAN, an individual, Defendants	DEFAULT JUDGMENT <i>Civil No.: 260301119</i> <i>Judge: L. Douglas Hogan</i>
--	--

Plaintiff filed its complaint in this matter on May 1, 2026. Defendants, Thomas Chapman and Jody Chapman were served with the summons and complaint on May 5, 2026. The Defendants failed to plead or otherwise defend in this action and their default has been entered.

1. On August 26, 2024 the parties entered into the Lease for the rental of the property located at 244 West 400 North Unit C, Tooele, Utah 84074 ("Property").
2. Defendants agreed to pay rent in the amount of \$1800.00, with a late charge equal to ten (10%) percent of the over due payment or \$180.00.

3. The Agreement provides for a Service of Notice Fee of \$50.00 and an Eviction Turnover Fee of \$700.00 in the event an eviction proceeding becomes necessary.

4. The commencement date of the Agreement was August 6, 2024 and the Initial Term End Date was August 31, 2025. At the end of the initial term the rental continued on a month-to-month basis.

5. The Agreement provides for an additional \$330.00 charged automatically upon the lease expiration if the parties remained in Lot C past the Initial Term End Date.

6. Defendants failed to pay Rent and have otherwise defaulted in their performance of the terms of the Lease.

7. As a result of the Defendants' defaults, there is Rent and Late Charges, due and owing through April 18, 2026 in the amount of \$6,974.00.

8. On or about April 13, 2026 a Landlord's Five-Day Notice to Pay or Quit was given to the Tenants.

9. Defendants have not vacated or otherwise abandoned the Premises.

10. Said Notice was served in accordance with UTAH CODE ANN. §78B-6-805.

11. Plaintiff is entitled to treble damages in accordance with §78B-6-811 Utah Code Ann. as amended, by reason of Defendants' unlawful detainer.

12. Defendants are required to pay to Landlord "any amount necessary to compensate Landlord for any detriment proximately caused Landlord by Tenant's failure to perform its obligations under this Lease." Such amounts include any real estate

commissions and other costs of re-renting the Premises which are or may hereafter be incurred by Plaintiff in an amount to be determined by the Court.

13. Defendants are obligated to pay interest on the all amounts due under the lease at the rate of 24% per annum compounded daily and any judgment would also bear interest at the rate of 24% per annum as provided in the Lease.

14. Defendant is also obligated under the Lease for payment of Plaintiff's attorney's fees in an amount to be determined by the court

IT IS HEREBY ORDERED AS FOLLOWS:

Plaintiff is hereby awarded judgment against Defendants Thomas Chapman and Jody Chapman in the following amounts:

Unpaid rent and late fees to April 18, 2026	\$6,974.00
Costs	\$ 470.00
Attorney's Fees as of June, 2025	\$ 240.00
Total Due	\$7,684.00

with post judgment interest at the rate of 24% per annum, as provided by the Lease, from the date of this Judgment until paid, plus after-accruing costs and attorneys' fees. Treble damages to be added after Defendants have vacated the property. This Judgment shall be augmented in the amount of all costs and attorney's fees expended in collection the Judgment by execution or otherwise as shall be established by affidavit and for all damages.

**THIS JUDGMENT IS EFFECTIVE WHEN SIGNED AND DATED BY THE COURT
DIGITALLY ON PAGE ONE.**