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Attorneys for Plaintiff Hoffman Layton Real Estate LLC

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

HOFFMAN LAYTON REAL ESTATE LLC,
a Utah limited liability company,

Plaintiff,

vs.

TITA'S RESTAURANT LLC, a Utah limited
liability company doing business as TITA'S
KITCHEN, ANDRES ISMERIO, an
individual; and EDITH MARTINEZ, an
individual,

Defendants.

JUDGMENT

Civil No. 260902262

Judge Laura Scott

Tier 2

On May 21, 2026, Plaintiff Hoffman Layton Real Estate LLC filed its Motion for Summary Judgment (the "Motion") against Defendants Tita's Restaurant LLC DBA Tita's Kitchen, Andres Ismerio, and Edith Martinez. (See Dkt. No. 49.) The Defendants' opposition or other response to the Motion, if any, was due on June 4, 2026. See Utah R. Civ. P. 7(d). The Defendants have not filed an opposition or other response to the Motion; and the time to do so has passed. Further, the Plaintiff has submitted the Motion for decision.

The Court has reviewed and considered the Plaintiff's Motion, including the Verified Complaint that was cited in support. For good cause shown, the Court has entered its Order Granting Plaintiff's Motion for Summary Judgment.

Having further reviewed the Plaintiff's Motion and having found good cause appearing therefor, the Court hereby enters this Judgment as follows:

1. Plaintiff Hoffman Layton Real Estate LLC is hereby awarded judgment in its favor and against Defendants Tita's Restaurant LLC doing business as Tita's Kitchen, Andres Ismerio, and Edith Martinez, jointly and severally, in the principal amount of \$46,962.20, plus treble damages in the amount of \$22,599.08, for a total of **\$69,561.28**. (Pl.'s Mot. at 6, 9-11.)

2. Under Utah Code § 15-1-4(2)(a), this Judgment shall bear interest at the post judgment rate of 12% per annum. (Pl.'s Mot. at 4, 9-11.)

3. The Court shall retain jurisdiction to determine the amount of any rents, waste, and any other amounts that have become due, or will become due in the future, under the parties' lease agreement, guarantee documents, and/or Utah law, after March 17, 2026, less any amounts received through Plaintiff's mitigation efforts, plus any commercially reasonable costs and expenses associated with mitigation, and augmenting the judgment by the net amount.

4. After entry of this Judgment, the Plaintiff may timely file a motion for attorneys' fees under Rule 73, as well as a verified memorandum of costs under Rule 54, of the Utah Rules of Civil Procedure, to augment this Judgment. Otherwise, the Judgment shall be final as entered.

THE COURT'S SIGNATURE APPEARS AT THE TOP OF THE FIRST PAGE

-----**END OF ORDER**-----

CERTIFICATE OF SERVICE

I hereby certify that on this 8th day of June, 2026, a true and correct copy of the foregoing **JUDGMENT** was served on the following by the method indicated below:

Edith Martinez (X) U.S. Mail, Postage Prepaid

Andres Ismerio () Hand Delivered

Tita's Restaurant LLC () Overnight Mail

2716 W. 5400 S. () Facsimile

Taylorsville, UT 84119 () E-mail:

Tita's Restaurant LLC (X) U.S. Mail, Postage Prepaid

c/o Andres Ismerio, Registered Agent () Hand Delivered

358 Rockwood Way () Overnight Mail

Stansbury Park, UT 84074 () Facsimile

() E-mail:

Andres Ismerio (X) U.S. Mail, Postage Prepaid

358 Rockwood Way () Hand Delivered

Stansbury Park, UT 84074 () Overnight Mail

() Facsimile

(X) E-mail:

ponchotas@gmail.com

Edith Martinez
358 Rockwood Way
Stansbury Park, UT 84074

☒ U.S. Mail, Postage Prepaid

☐ Hand Delivered

☐ Overnight Mail

☐ Facsimile

☐ E-mail:

s/Teena Sanders

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