



Gregory S. Moesinger (#10680)
KIRTON McCONKIE
36 South State Street, Suite 1900
P.O. Box 45120
Salt Lake City, Utah 84145-0120
Telephone: (801) 328-3600
Facsimile: (801) 321-4893
gmoesinger@kmclaw.com

Attorneys for Plaintiffs GREP Southwest, LLC DBA
Greystar Property Management, and Property Reserve, Inc.

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

GREP SOUTHWEST, LLC, a foreign limited
liability company doing business as
GREYSTAR PROPERTY MANAGEMENT,
and PROPERTY RESERVE, INC., a Utah
nonprofit corporation,

Plaintiffs,
vs.

JAVIER SOLIS, an individual,

Defendant.

JUDGMENT

Civil No. 260906027

Judge Dianna Gibson

Tier 2

Pursuant to Utah Code § 78B-6-807(3), the Utah Rules of Civil Procedure, and the Court's Order Allowing Alternative Service (the "Order"), Dkt. No. 9, Plaintiffs GREP Southwest, LLC doing business as Greystar Property Management and Property Reserve, Inc. served Defendant Javier Solis, with the Order, a Three-day Summons, the Verified Complaint (the "Complaint"), Plaintiffs' Rule 26.3 disclosures (included as part of the Complaint), and the Bilingual Notice to Responding Party for Eviction Summons. Service was effectuated on

August 17, 2026; and the Plaintiffs filed the Return of Service on August 26, 2026. (See Proof of Service, Dkt. No. 9.) The Defendant was required to file and serve his/her/their answer or otherwise respond to the Complaint by August 25, 2026. The Defendants failed to do so; and, to date, the Defendant has not filed an answer or other response to the Complaint. Accordingly, the Clerk of the Court has entered the Certificate of Default for the Defendant. (See Certificate of Default.)

With the Defendant having defaulted, and having reviewed the Plaintiffs' Verified Complaint, the Court GRANTS the relief sought in the Complaint; and IT IS HEREBY ORDERED, ADJUDGED, AND DECREED as follows:

1. Plaintiffs Greystar Management Services, LP and Property Reserve, Inc., collectively, are hereby awarded judgment in their favor, and against Defendant Javier Solis in the following amounts:

- | | | |
|----|--|------------|
| a. | Principal and late fees through 07/13/2026: ¹ | \$2,955.36 |
| b. | Treble damages for 7/17/2026 – 08/26/2026: ² | \$9,156.80 |
| c. | Attorneys' fees: ³ | \$350.00 |

1 Verified Compl. ¶¶ 21-22, 24-25, Ex. "B" at 1 (three-day notice), Ex. "C" (account ledger).

2 Utah Code § 78B-6-811(3). The Defendant was in unlawful detainer as of July 17, 2026. Verified Compl. at ¶¶ 22-28, 40, Ex. "B". The monthly rent in the lease was \$2,321. Verified Compl. at ¶ 15. Therefore, the per diem for treble damages is \$228.92, which is calculated as \$2,321, multiplied by 12 months, divided by 365 days in a year, and multiplied by 3 for trebling. The unlawful detainer period is from July 17, 2026 through at least August 26, 2026 or a period of 40 days ($\$228.92 \times 40 = \$9,156.80$).

3 Plaintiff is entitled to its attorneys' fees per the terms of the parties' lease agreement as well as by statute. Utah Code § 78B-6-811(5) ("[T]he court shall award costs and reasonable attorney fees to the prevailing party."); Verified Compl. at ¶ 19, Ex. "A" at 5. The amount requested is pursuant to the schedule provided by Rule 73. Utah R. Civ. P. 73(f)(1). Plaintiffs' counsel will not share the fee in violation of Rule of Professional Conduct 5.4.

d. Costs (filing fee):⁴ \$200.00

Total Judgment Awarded: \$12,662.16

2. This judgment shall bear interest at the contract rate of 24% per annum.⁵

3. This judgment may be augmented in the amount of reasonable costs and attorneys' fees expended in collecting this judgment by execution or otherwise allowed for in accordance with the Utah Rules of Civil Procedure.⁶

4. The Court shall retain jurisdiction over this matter to determine future damages through the end of the term of the Lease, if any, subject to the Landlord's mitigation obligation.

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

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

⁴ Utah R. Civ. P. 54(d).

⁵ Utah Code § 15-1-4(2)(a); Verified Compl. at ¶ 18, Ex. "A" at 5 (interest at 24%).

⁶ Verified Compl. at ¶ 19, Ex. "A" at 5 (attorneys' fees clause in lease); Utah Code § 78B-6-811(5) ("[T]he court shall award costs and reasonable attorney fees to the prevailing party.").

CERTIFICATE OF SERVICE

I hereby certify that on the 26th day of August, 2026, I caused a true and correct copy of the foregoing **JUDGMENT** to be served upon the following by the method indicated:

Javier Solis
Viviano at Riverton, Unit 20E
4491 W. Biscayne Park Drive
Riverton, Utah 84096

☒ (X) U.S. Mail, Postage Prepaid
☐ () Hand Delivered
☐ () Overnight Mail
☐ () Facsimile
☐ () E-filing/e-mail

/s/Teena Sanders

31100-2302/4922-1193-6715