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Attorneys for Plaintiff

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

MOTOR SPORTSLAND, INC., a Utah
corporation,

Plaintiff,

vs.

STEEL BUILDINGS BY EXCELL, LLC, a
Utah limited liability company; and JORGE
NUNEZ PEREZ, an individual,

Defendants.

DEFAULT JUDGMENT

Case No. 260900405

Judge Randall Skanchy

Before the Court is Plaintiff's Motion to Strike Defendants' Answer and for Entry of Default Judgment (the "Motion"). The Motion asks that the Court strike Defendants' Answer and enter Default Judgment against Defendants. Having stricken Defendants' Answer in a separate Order, the Court hereby finds that the sanction of entry of default judgment is warranted for the reasons stated in Plaintiff's Motion. Consequently,

IT IS HEREBY ORDERED AND ADJUDGED AS FOLLOWS:

1. Plaintiff's request for Default Judgment is **GRANTED**.
2. Judgment is hereby entered against Defendant Steel Buildings By Excell, LLC ("SBBE") in the amount of **\$1,533,881.14**, which is the sum of

a. **\$1,103,675** in damages pursuant to SBBE's breach of the Service Facility Contract and any related implied covenants of good faith and fair dealing as set forth in the First and Second Causes of Action in Plaintiff's Complaint. The First and Second Causes of Action seek the same damages under alternative causes of action, and thus the Court simply awards the claimed damages without need to clarify for which of these two Causes of Action they are awarded.

b. **\$430,206.14** in damages pursuant to SBBE's breach of the Tent Structure Contract and any related implied covenants of good faith and fair dealing as set forth in the Fifth and Sixth Causes of Action in Plaintiff's Complaint. The Fifth and Sixth Causes of Action seek the same damages under alternative causes of action, and thus the Court simply awards the claimed damages without need to clarify for which of these two Causes of Action they are awarded.

3. Judgment is hereby entered against Defendants SBBE and Defendant Jorge Nunez Perez, jointly and severally, in the amount of **\$65,100**, pursuant to the Third and Fourth Causes of Action in Plaintiff's Complaint. Once again, these two Causes of Action seek the same damages and the Court simply awards the damages without need to clarify for which of these two Causes of Action they are awarded.

4. The Judgment amounts set forth above shall accrue post-judgment interest at the statutory interest rate of 5.51% after entry of the Judgment until paid in full, pursuant to Utah Code § 15-1-4.

5. This constitutes the final Judgment in this case, pursuant to Utah R. Civ. P. 58A.

***DATED AND ENTERED BY THE COURT AS INDICATED BY THE STAMP AT THE TOP
OF THE PAGE ABOVE***

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on September 1, 2026, the foregoing was filed using the Court's electronic filing system. The undersigned also caused a true and correct copy of the foregoing to be delivered via U.S. Mail and email at the following addresses identified in the "Notice of Withdrawal of Counsel for Defendants" as the physical and email addresses for the Defendants:

Jorge Nunez Perez
Steel Buildings by Excell, LLC
13323 S. Carmen Oak Drive
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/s/ Kristin Hughes