

The Order of the Court is stated below:

Dated: September 14, 2026
03:58:11 PM

/s/ LAURA SCOTT
District Court Judge



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IN THE THIRD JUDICIAL DISTRICT COURT SALT LAKE COUNTY, STATE OF UTAH	
APINYA KLUNKU WAT and CHAYON KHUNAKORNKITIKUL, individuals, Plaintiffs, v. BRENNALL, LLC, a Utah Limited Liability Company, Defendant.	JUDGMENT (AS MODIFIED BY THE COURT) Civil No. 240900138 Judge Laura Scott

The above captioned action came before the Honorable Judge Laura Scott for bench trial on July 17, 2026. Thor Roundy and Cory Mattson appeared as the attorneys for Plaintiffs. Ben Lieberman appeared as the attorney for the Defendant.

Based on the Order, dated December 17, 2025, partially granting Plaintiffs' Motion for Summary Judgment as against Defendant Brennall, LLC, the Court took evidence concerning the

amount of Plaintiffs' damages. At the conclusion of trial, the Court issued its oral findings of fact and conclusions of law, which are incorporated herein.

Thereafter, in connection with the Court's review of the parties' competing proposed Judgments, the Court reviewed and granted Defendant's Motion in Limine Regarding Damages, which was filed prior to trial.

Now, therefore, based on the testimony and other evidence received, the Court's findings of fact and conclusions of law, and the Court's granting of the Motion in Limine, the Court hereby Orders as a Judgment in favor of Plaintiffs and against Defendant Brennall, LLC the following:

1. The Court awards the sum of \$45,000 for Plaintiffs' purchase of the business from the prior restaurant operator as of March 28, 2022.
2. The Court awards the sum of \$6,475 for Plaintiffs' the prepayment of the first month's deposit and the security deposit to Brennall, LLC as the Landlord as of March 24, 2022.
3. The Court awards the sum of \$4,320.07 as reimbursement for Plaintiffs' payment of utilities for the property as of date of the Landlord's agreement to reimburse the same, that date being May 6, 2023.
4. The Court awards the sum of \$11,584.24 as the costs incurred for the furnishings and other business preparations for the restaurant by Plaintiffs, sufficiently documented as of the date of the Landlord's breach, that date being May 6, 2023, consisting of the following specific items: \$7,480 for restaurant seating; \$1,000 for truck rental to pick

up the restaurant seating; \$641.64 for gas expenses incurred in picking up seating and other equipment for the restaurant; \$250 in fees paid for the restaurant website; \$414.64 for the front counter purchased for the restaurant; \$500 paid for the restaurant layout design; \$800 for chairs; \$200 for red lamp lighting fixtures; and \$298 for a chandelier lighting fixture.

5. The sum of the foregoing amounts is \$67,379.35.

6. However, Article 34.11 of the Lease Agreement in this matter contains a non-recourse provision that limits recovery against Defendant Brennall, LLC “solely to Premises ... and no other asset of [Brennall, LLC]” The Premises has been sold, and all that remains is \$64,167.53 of the sales proceeds currently held in escrow based upon this Court’s prior order. Accordingly, consistent with the non-recourse provision, the amount of the judgment in favor of Plaintiffs is reduced to **\$64,167.53** executable only upon the funds held in escrow.

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**This is the order of the Court.
The signature of the district judge appears on the first page of this order.**

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END OF ORDER

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