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IN THE THIRD JUDICIAL DISTRICT - SANDY JUSTICE COURT SALT LAKE COUNTY, STATE OF UTAH	
GIOVANNY HERNANDEZ, Plaintiff VS. MOUNTAIN VIEW CONSTRUCTION LLC, Defendant	ORDER FROM TRIAL/APPEAL OF SMALL CLAIMS CASE Case No. 268900029 Judge: Richard Daynes

THIS MATTER came before the Honorable Judge Richard Daynes on September 28, 2026, for a denovo trial after Plaintiff appealed this case from a small claim's decision. The Plaintiff was present and represented "prose". Defendant's Representative was present and represented by his counsel Orlando Luna of OLUNA LAW PLLC.,

The court having considered evidence and testimony of both parties, hereby FINDS and ORDERS the following JUDGMENT:

FINDINGS

1. Compensation for labor is owed by Mountain View Construction LLC in the amount of \$1,872.50

2. Court finds that there was an agreement to purchase the trailer identified by the title provided by Plaintiff (2017 FRRV CARGO MATE with VIN: 5NHUBL015HY075552) and tools and in fact there was a check to make that payment where partial payment was issued \$3,750 drawn on non-sufficient funds ("NSF") document and payment was not deposited. The check itself shows that it was for purchase of trailer and tools at least in the amount of \$3,750. Although other third party, Mr. Sanchez, was involved. Mr. Sanchez was the foreman for Mountain View Construction LLC. The Check of January 2026 come with two stories from parties about the purchase price they had agreed upon. Mr. Cedillo argues is was less than \$7,500 and Mr. Hernandez argues it was for \$9,500. However, the check issued appeared to be for half of the amount agreed by the parties. That would indicate that by Mr. Cedillo had at minimum agreed to pay \$7,500 for the purchase of the 2017 trailer and tools.
3. The trailer's title was never given to Mountain View Construction and it is in poor conditions. It is difficult for the Court to determined that there was not at least an agreement to purchase the trailer and tools as they were at the time of the exchanged for at least \$7,500.00
4. Mountain View did not contest that they did receive some labor, physical possession of the tailer, and some tools from the Mr. Hernandez.

5. Plaintiff should transfer the title of the 2017 Trailer in Defendant's name as soon as reasonably possible but no later than two (2) weeks from this order.
6. Court finds that in the event that title is not transferred or relinquished by the Plaintiff, Defendant shall be able to obtain a new title from the Utah Division of Motor Vehicles with or without Plaintiff's signature or without original title after two weeks from this Order.

JUDGMENT

1. Plaintiff is awarded only a judgment against Mountain View Construction LLC.,
2. A total judgement in favor of Plaintiff shall be entered in the amount of \$9,890.50 calculated as follows: Trailer and tools \$7,500 + payment of labor of \$1,872.50 + 518 (Small Claims Fee and Service Fee, Appeal and Trial Fees and). This judgement shall earn statutory interest pursuant Utah Civil Code for Court Judgment.
3. Plaintiff shall relinquish and transfer the Utah Title for trailer 2017 FRRV CARGO MATE with VIN: 5NHUBL015HY075552 within two (2) weeks.
4. Defendant shall be able to obtain a new title for 2017 FRRV CARGO MATE with VIN: 5NHUBL015HY075552, in the event that Defendant does not receive title from Plaintiff within two (2) weeks, Utah Department of Motor Vehicles shall issue a title and registration to Defendant.

IT IS SO ORDERED this 29 day of September, 2026.

[SEE TOP OF FIRST PAGE FOR COURT ENDORSEMENT]

APPROVED AS TO FORM

/s/ _____

Gioanny Hernandez
Esq.
Plaintiff, Pro se
Signed Electronically with permission
for Defendant
_____.

/s/ Orlando Luna

Orlando Luna,
OLUNA LAW PLL
Attorney

Notice Pursuant to Rule 7(j)(4) of the Utah Rules of Civil Procedure
Notice is hereby given that pursuant to Rule (7)(j)(4) of the Utah Rules of Civil Procedure of the District Courts of the State of Utah, that his Order prepared by Defendant's counsel shall be the Order of the Court unless you file an objection in writing withing seven (7) days from the date of the service of this notice.

CERTIFICATE OF SERVICE

I hereby certify that on this 29 day of September 2026, I delivered the foregoing document by Electronic filing system to the Clerk of the Court and Counsel of record above a true and correct copy, of the foregoing, to:

Clerk

(ELECTRONIC)

Giovanny Hernandez
Plaintiff (prose)
[giovannyh103@gmail](mailto:giovannyh103@gmail.com)

(ELECTRONIC)

/s/ Orlando Luna
Orlando Luna, Esq.
Attorney for Defendant