The Order of the Court is stated below:
Dated: October 30, 2026 01:10:55 PM **/s/** KRISTINE JOHNSON
District Court Judge

DAVID R. GARDNER (USB 14974)
JEREMY M. SHORTS (USB 10983)
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IN THE THIRD JUDICIAL DISTRICT IN AND FOR SALT LAKE COUNTY, STATE OF UTAH, SALT LAKE CITY DEPARTMENT

820 APARTMENTS, LLC dba MISSION MEADOWBROOK APARTMENTS, Plaintiffs, vs. DAVID LEE SMITH, Defendants.	**DEFAULT JUDGMENT AND ORDER** Civil No. 260906944 EV Judge Kristine Johnson

IT IS ORDERED that, pursuant to a default certificate entered by the court, Plaintiffs are granted a judgment and order against Defendant David Lee Smith (hereinafter "Defendants") in the amount of $22,458.32, which consists of:

1. $4,277.69 in rents (principal) through October 2026.

2. $293.00 in late fees.

3. $590.14 for other amounts owed under the Lease.

4. $15,482.49 for treble damages pursuant to Utah Code Ann. § 78B-6-811 (2)(d) and (3)).

5. $1,550.00 in Attorney fees as prayed for in the Complaint and stated by declaration (pursuant to written contract or Utah Code Ann. § 78B-6-811).

6. $215.00, as prayed for in the Complaint, in filing fees to this court.

7. $50.00, as prayed for in the Complaint, in service fees.

IT IS FURTHER ORDERED that any security deposit paid by Defendants shall be held by Plaintiffs pending a move-out inspection after Defendants have vacated the Property. The security deposit shall first be applied to any waste/damages committed against the property or

other charges allowed by the Lease Agreement. The balance of the security deposit, if any, shall be applied to this Judgment. Any remaining amount, if any, shall be returned to Defendants.

IT IS FURTHER ORDERED, the total judgment shall incur interest at the rate of 24% per annum as stated by contract from the date of judgment until paid plus after-accruing costs. Plaintiff may request post-judgment costs by filing an affidavit or declaration and seeking a subsequent court order.

IT IS ALSO ORDERED, pursuant to the relief prayed for in the Complaint as well as Utah Code Ann. § 78B-6-811(1)(c), that this court declares the forfeiture of the Lease Agreement as well as any contracts between Plaintiffs and Defendants. Defendants are not released from any obligation for payments owed to Plaintiffs for the remainder of the Lease's term.

––––––––––––––––END OF ORDER – SIGNATURE AT TOP––––––––––––––––