The Order of the Court is stated below:
Dated: November 03, 2026 02:08:18 PM **/s/** RICHARD PEHRSON
District Court Judge

Joseph G. Ballstaedt (14588)
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IN THE THIRD JUDICIAL DISTRICT COURT
IN AND FOR SALT LAKE COUNTY, STATE OF UTAH

BOUNTIFUL CORNER, L.L.C., Plaintiff, v. MATTRESS WAREHOUSE BTFL, LLC, a Utah limited liability company, and MATTRESS WAREHOUSE UTAH, INC., a Utah corporation, Defendants.	**DEFAULT JUDGMENT** (Tier 3) Civil No.: 260906211 Judge: Richard Pehrson

Defendants Mattress Warehouse BTFL, LLC and Mattress Warehouse Utah, Inc. have been properly served in the above-captioned case and have failed to plead, appear, or otherwise defend against the *Verified Complaint* ("Complaint") filed by Bountiful Corner, L.L.C. ("Plaintiff" or "Bountiful Corner"). The legal time for Defendants to answer the Complaint or otherwise appear has expired, and Defendants' defaults have been entered according to law. Accordingly, judgment is entered in favor of Plaintiff and against Defendants as follows:

Defendant Mattress Warehouse BTFL, LLC ("Tenant") was properly served with a summons, the accompanying bilingual notice, and a copy of the Complaint on August 20, 2026.

Tenant failed to plead, appear, or otherwise defend within the time allowed by law, and its default was entered according to law.

Defendant Mattress Warehouse Utah, Inc. ("Guarantor") was properly served with a summons, the accompanying bilingual notice, and a copy of the *Verified Complaint* on August 17, 2026. Guarantor failed to plead, appear, or otherwise defend within the time allowed by law, and its default was entered according to law.

Plaintiff and Tenant entered into the Commercial Lease Agreement concerning the premises located at 268 South 500 West, Bountiful, Utah 84010 ("Lease"). Plaintiff is entitled to judgment against Defendants based upon Tenant's breach of the Lease Agreement and related obligations alleged in the Complaint and Guarantor's guaranteed obligations thereunder. To the extent necessary, Plaintiff's alternative claims support the same recovery awarded herein, and no duplicative damages are awarded. Judgment is entered in favor of Plaintiff and against Defendants in the following amounts:

Description	Amount
Accrued unpaid rent, additional rent, CAM charges, insurance charges, real-property tax charges, utilities, late charges, and other ledger charges through October 1, 2026.	$102,928.12
Utility balance paid by Plaintiff to Bountiful Utilities on October 6, 2026, not included in the tenant ledger.	$3,765.45
Remaining base-rent obligations after October 1, 2026 through expiration of the Lease term, subject to mitigation and appropriate credits or offsets.	$152,992.70
Estimated future CAM, real-property tax, and insurance charges after October 1, 2026 through expiration of the Lease term, subject to reconciliation, mitigation, and appropriate credits or offsets.	$33,866.00
Reasonable attorney fees and costs through October 15, 2026	$3,949.60

Less security deposit	($13,224.71)
TOTAL JUDGMENT	**$284,277.16**

The future Lease obligations awarded above remain subject to Plaintiff's continuing duty to mitigate damages, reconciliation of additional rent, amounts received through reletting, and all other appropriate credits or offsets. Plaintiff shall credit against this Judgment all amounts subsequently received that reduce Defendants' obligations under the Lease. Plaintiff may obtain only one satisfaction of the amounts awarded in this Judgment.

In addition to the amounts awarded above, Defendants Mattress Warehouse BTFL, LLC and Mattress Warehouse Utah, Inc. are liable, jointly and severally to the extent provided by the Lease Guaranty, for additional contractual interest accruing after October 1, 2026, on the accrued past-due Lease balance of $95,418.03, at the contractual rate of fifteen percent (15%) per annum. Such interest shall accrue beginning October 2, 2026, at the daily rate of $39.21, until the accrued past-due Lease balance is paid or otherwise satisfied.

As additional rent and other Lease obligations become due, each unpaid amount shall bear interest at the contractual rate of fifteen percent (15%) per annum from the date the amount becomes past due until paid. Because the amounts and accrual dates of those obligations may vary, the interest accruing on those amounts shall be calculated in accordance with the Lease and Plaintiff's accounting records.

The amounts awarded under this Judgment that constitute rent, additional rent, and other amounts payable under the Lease shall bear post-judgment interest at the contractual rate of

fifteen percent (15%) per annum pursuant to Utah Code section 15-1-4(2)(a), from the date of entry of this Judgment until paid in full.

Any attorney fees, taxable costs, or other amounts awarded in this Judgment that are not subject to the Lease's contractual interest provision shall bear post-judgment interest from the date of entry of this Judgment at the applicable statutory rate under Utah Code section 15-1-4 until paid in full.

Upon proper application to the Court, this Judgment may be amended or augmented by the amount of reasonable attorney fees and costs incurred after October 15, 2026 in obtaining, preserving, enforcing, and collecting the amounts owing under this Judgment. Defendants Mattress Warehouse BTFL, LLC and Mattress Warehouse Utah, Inc. shall be jointly and severally liable, to the extent provided by the Lease Guaranty, for any additional recoverable attorney fees and costs incurred after October 15, 2026, which may be included in an amended or augmented judgment.

Any amounts received from reletting the Premises shall be applied in accordance with section 16.03 of the Lease: first, to indebtedness other than rent due from Tenant; second, to the costs and expenses of reletting, including brokerage fees, reasonable attorney fees, alterations, and repairs; third, to rent due and unpaid under the Lease; and any remaining amount shall be held and applied to future rent as it becomes due. All other payments shall be applied in accordance with the Lease and applicable law.

Mattress Warehouse BTFL, LLC is liable for the amounts awarded based upon its breach of the Lease. Mattress Warehouse Utah, Inc. is liable for all obligations covered by the Lease

Guaranty. To the extent those obligations overlap, Defendants are jointly and severally liable, and Plaintiff may obtain only one satisfaction of the amounts awarded.

This Judgment is a final judgment pursuant to Rule 54(a) of the Utah Rules of Civil Procedure because it adjudicates all claims asserted in the Complaint against Mattress Warehouse BTFL, LLC and Mattress Warehouse Utah, Inc.

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