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IN THE SECOND DISTRICT COURT IN AND FOR
WEBER COUNTY, STATE OF UTAH

RACHEL I. SONTAG fka RACHEL I. FISHBURN, Plaintiff, vs. YEJOON KANG, an individual, MERCEDES KO, an individual, Defendants.	JUDGMENT Civil No. 250900712 Judge: Reuben J. Renstrom
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This matter comes before the Court on Plaintiff's Motion for Default Judgment pursuant to Rule 55(b)(2) of the Utah Rules of Civil Procedure. In this action, Defendants Yejoon Kang and Mercedes Ko were served with process of the 30-day Summons and Complaint on December 29, 2025. The Defendants have failed to appear and answer or otherwise respond to the Complaint. The legal time for answering the Complaint has expired and a Default Certificate has been entered by the Court. Together with Plaintiff's Motion, Plaintiff filed her Declaration of

Rachel Sontag setting forth the relevant facts and damages, along with the Declaration of Attorney Stephen F. Noel and the Affidavit of Kenyon D. Dove, both establishing attorney fees.

The Court, having reviewed the same, and now upon application of the Plaintiff for judgment HEREBY ORDERS, ADJUDGES AND DECREES AS FOLLOWS:

JUDGMENT

1. Judgment is hereby entered against Defendants YEJOON KANG and MERCEDES KO, jointly and severally, in favor of Plaintiff for the damages identified in the evidence provided to the Court by way of the Declaration of Rachel Sontag in support of damages as follows:

Business Agreement/Note

a. Principal amount of the Note of **\$488,449.26**, plus interest in the amount of **\$30,408.77** through April 1, 2026, and for late fees in the amount of **\$300.00**; and ongoing interest of \$35.48 per day from April 2, 2026 through June 24, 2026 in the amount of **\$2,944.84**.

Real Property Agreement/Note/Deficiency

b. Principal amount of the Note of **\$566,416.77**, plus interest in the amount of **\$120,809.57** through April 1, 2026, and for late fees in the amount of **\$18,415.58**; foreclosure costs in the amount of **\$4,411.53**, foreclosure attorney fees in the amount **\$2,000.00** and ongoing interest of \$232.71 per day from April 2, 2026 through June 24, 2026 in the amount of **\$19,314.93**.

2. Plaintiff is further granted a judgment for non-foreclosure attorney fees in the amount of **\$25,215** and costs incurred in the amount of **\$562.16** (\$375.00 filing fee, \$143.48 service of

process, \$43.68 for mailing per alternative service), both through the date of filing of Plaintiff's Motion for Default Judgment.

3. The total amount of the judgment awarded to Plaintiff is **\$1,279,248.41**.

4. Plaintiff is further granted judgment for interest on the principal amount at the maximum legal rate from and after the date of this judgment.

5. It is further ordered that pursuant to paragraph 5 of the Balloon Promissory Note ("Business Note") and paragraph 6(E) of the Balloon Note ("Real Property Note") between the parties, and now order of this Court, that this judgment shall be augmented in the amount of reasonable costs and attorney fees expended in obtaining this judgment and collecting this judgment by execution or otherwise as shall later be established by affidavit/declaration from Plaintiff's counsel.

END OF DOCUMENT – COURT SIGNATURE AND DATE APPEARS AT TOP OF FIRST PAGE.