**The Order of the Court is stated below:**
**Dated:** November 20, 2026 08:06:24 PM **/s/** JASON NELSON
District Court Judge

Gregory S. Moesinger (#10680)
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Attorneys for Plaintiffs GREP Southwest, LLC DBA
Greystar Property Management, and Property Reserve, Inc.

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**IN THE SECOND JUDICIAL DISTRICT COURT IN AND FOR**

**WEBER COUNTY, STATE OF UTAH**

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| GREP SOUTHWEST, LLC, a foreign limited liability company doing business as GREYSTAR PROPERTY MANAGEMENT, and PROPERTY RESERVE, INC., a Utah nonprofit corporation,<br><br>Plaintiffs,<br><br>vs.<br><br>NICOLAS MUGAVERO, an individual, and PHILIP MUGAVERO, an individual,<br><br>Defendants. | **JUDGMENT**<br><br>Civil No. 260907445<br><br>Judge Jason Nelson<br><br>**Tier 2** |

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Pursuant to Utah Code § 78B-6-807(3) and the Utah Rules of Civil Procedure, Plaintiffs GREP Southwest, LLC doing business as Greystar Property Management and Property Reserve, Inc. served Defendants Nicolas Mugavero and Philip Mugavero with a Three-day Summons, the Verified Complaint (the "Complaint"), Plaintiffs' Rule 26.3 disclosures (included as part of the Complaint), and the Bilingual Notice to Responding Party for Eviction Summons. Service was

effectuated on November 5, 2026; and the Plaintiffs subsequently filed the process server's Returns of Service with the Court. (*See* Proof of Service, Dkt. No. 3-4, 6.)

The Defendants were required to file and serve his/her/their answer or otherwise respond to the Complaint by November 10, 2026. The Defendants failed to do so; and, to date, the Defendants have not filed an answer or other response to the Complaint.

On November 13, 2026, the Plaintiffs filed a Military Service Declaration with respect to both of the Defendants, affirming that neither one is in military service. (*See* Military Service Declarations, Dkt. Nos. 8-9.) Accordingly, the Court entered a Certificate of Default as to both Defendant Nicolas Mugavero and Philip Mugavero. (*See* Certificates of Default.)

With the Defendants having defaulted, and having reviewed the Plaintiffs' Complaint, which was verified, the Court GRANTS the relief sought in the Complaint. Therefore, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED as follows:

1. Plaintiffs Greystar Management Services, LP and Property Reserve, Inc., collectively, are hereby awarded judgment in their favor, and against Defendants Nicolas Mugavero and Philip Mugavero, jointly and severally, in the following amounts:

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| a. | Principal and late fees through 10/23/2026:[1] | $1,755.89 |
| b. | Treble damages for 10/29/2026 – 11/13/2026:[2] | $2,290.05 |

1 Verified Compl. ¶¶ 23-25, 32-34, Ex. "B" at 1 (three-day notice), Ex. "D" (account ledger).

2 Utah Code § 78B-6-811(3). The Defendant was in unlawful detainer as of October 29, 2026. Verified Compl. at ¶¶ 23-26, 36-41, Ex. "B". The monthly rent in the lease was $1,548. Verified Compl. at ¶ 15. Therefore, the per diem for treble damages is $152.67, which is calculated by taking the base monthly rent of $1,548, multiplying it by 12 months, dividing it by 365 days in a year, and then multiplying it by 3 for trebling. The unlawful detainer period is from October 29, 2026 through at least November 13, 2026 or a period of 15 days ($152.67*15 = $2,290.05).

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| c. | Attorneys' fees:[3] | $350.00 |
| d. | Costs (filing fee):[4] | $215.00 |
| | Total Judgment Awarded: | **$4,610.94** |

2. This judgment shall bear interest at the contract rate of 24% per annum.[5]

3. This judgment may be augmented in the amount of reasonable costs and attorneys' fees expended in collecting this judgment by execution or otherwise allowed for in accordance with the Utah Rules of Civil Procedure.[6]

4. The Court shall retain jurisdiction over this matter to determine future damages through the end of the term of the Lease, if any, subject to the Landlord's mitigation obligation.

**THE COURT'S SIGNATURE APPEARS AT THE TOP OF THE FIRST PAGE**

----------**END OF ORDER**----------

3 Plaintiffs are entitled to their attorneys' fees per the terms of the parties' lease agreement as well as by statute. Utah Code § 78B-6-811(5) ("[T]he court shall award costs and reasonable attorney fees to the prevailing party."); Verified Compl. at ¶ 19, Ex. "A" at 5. The amount requested is pursuant to the schedule provided by Rule 73. Utah R. Civ. P. 73(f)(1). Plaintiffs' counsel will not share the fee in violation of Rule of Professional Conduct 5.4.

4 Utah R. Civ. P. 54(d).

5 Utah Code § 15-1-4(2)(a); Verified Compl. at ¶ 18, Ex. "A" at 5 (interest at 24%).

6 Verified Compl. at ¶ 19, Ex. "A" at 5 (attorneys' fees clause in lease); Utah Code § 78B-6-811(5) ("[T]he court shall award costs and reasonable attorney fees to the prevailing party.").

**CERTIFICATE OF SERVICE**

I hereby certify that on the 13th day of November, 2026, I caused a true and correct copy of the foregoing **JUDGMENT** to be served upon the following by the method indicated:

| | |
|---|---|
| Nicolas Mugavero<br>Colonial Court Apartments, No. 243<br>2155 Grant Avenue<br>Ogden, Utah 84401 | (X) U.S. Mail, Postage Prepaid<br>( ) Hand Delivered<br>( ) Overnight Mail<br>( ) Facsimile<br>( ) E-filing/e-mail |
| Philip Mugavero<br>Colonial Court Apartments, No. 243<br>2155 Grant Avenue<br>Ogden, Utah 84401 | (X) U.S. Mail, Postage Prepaid<br>( ) Hand Delivered<br>( ) Overnight Mail<br>( ) Facsimile<br>( ) E-filing/e-mail |

s/Teena Sanders

A.
B.
C.
D. 31100-1202/4916-1202-5569