

The Order of the Court is stated below:

Dated: January 20, 2023
10:20:58 AM

/s/ ROBERT FAUST
District Court Judge



14102151 B: 11417 P: 2954 Total Pages: 6
05/04/2023 04:52 PM By: tpham Fees: \$40.00
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**IN THE 3RD JUDICIAL DISTRICT COURT
SALT LAKE COUNTY, STATE OF UTAH**

WILLIAM and ANNA SEARS,
Plaintiffs,

vs.

787, LLC, a Utah limited liability company;
RYAN GARRETT, an individual; DANIEL
GRANDERATH, an individual; and JOHN
DOE,

Defendants.

CONFESSION OF JUDGMENT

Case No. 210903239

Judge Robert Faust

Pursuant to Utah Code Ann. § 78B-5-205 and Rule 58 of the Utah Rules of Civil Procedure and the declaration of William and Anna Sears (“Sears”), the Court hereby enters judgment against 787, LLC (“787”), as follows:

1. 787 failed to comply with the terms of that certain Settlement Agreement, dated April 14, 2022, entered by and among 787 and Sears (the “Settlement Agreement”), in that 787 failed to make a required payment or payments thereunder.
2. 787 is a Utah entity and further consents to the laws and jurisdiction of the State of Utah and this Court, waiving any objection to the jurisdiction of Utah State Courts or the application of Utah law in its signed Consent to Entry of Judgment by Confession (“Consent”) filed with this Court. See Docket No. 32.
3. 787, in its signed and notarized Consent, consented to entry of a judgment of \$190,000 total owed, minus any payments made to the Sears, in

the event 787 fails to pay the Sears any amount due when due under the signed Settlement Agreement. *Id.*

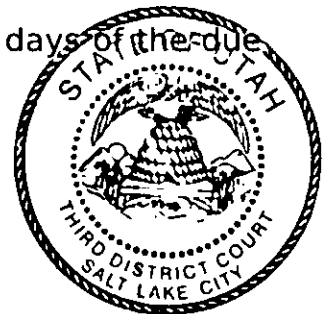
4. 787 was required to pay \$42,000 to the Sears on October 14, 2022 and did not. See Consent, Docket No. 32; Settlement Agreement, Docket Nos. 33-34.

5. 787 was required to pay \$44,000 to the Sears on January 13, 2022 and did not. *Id.*

6. Due to 787's failure to deliver \$86,000 to the Sears in the increments and at the times dictated by the Settlement Agreement, 787 has failed to pay the Sears in a manner sufficient to trigger its consent to judgment by confession as set out in its Consent. See Bill Sears's Declaration that 787 failed to render payment ("Bill Sears Declaration in Support of Judgment by Confession"), Docket No. 37; Consent, Docket No. 32; Settlement Agreement, Docket Nos. 33-34.

7. 787 therefore owes the Sears \$190,000 minus the payments it has delivered to the Sears, which totals \$84,000 on account of payment of \$42,000 on April 18, 2022 and payment of \$42,000 on July 27, 2022. *Id.*

8. 787's total amount owed and consented to under in a judgment by confession in this matter is thus \$106,000, plus that interest owed under the Settlement Agreement for late payments not paid within 20 days of the due date set out in the Settlement Agreement. *Id.*



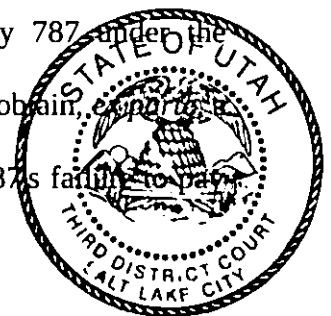
9. 787 failed to pay its October 14, 2022 payment of \$42,000, and, as more than 20 days have now passed from that due date set out in the Settlement Agreement, 787 owes the Sears 5% of the underlying amount owed. This 5% late fee totals \$2,100. See Settlement Agreement, Docket Nos. 33-34.

10. The \$106,000 787 owes to the Sears for its failure to perform under the Settlement Agreement, plus the late fee of \$2,100 for its failure to pay its October 14, 2022 payment within the 20 day grace period, leads to a total amount owed to the Sears under the Settlement Agreement of **\$108,100**.

11. By virtue of 787's default and violation of the Settlement Agreement, judgment in favor of Sears is hereby entered against 787 in the amount of \$190,000, less any payments previously made by 787, which net amount is demonstrated as being calculated to **\$108,100** (the "**Judgment Amount**"), together with pre-judgment and post-judgment interest as allowed by law, and all court costs and reasonable attorney's fees incurred by on or behalf of the Sears in this matter and in enforcing this Judgment by Confession through obtaining an order and judgment as herein authorized or in seeking to collect upon the same.

12. This Judgment by Confession is for money due and owing and is unconditional and irrevocable by 787.

13. The Sears were authorized to file this Judgment by Confession with the above-entitled Court, along with a declaration attesting to the amount(s) paid, if any, by 787 under the Settlement Agreement, and to any remaining amount due and owing by 787, to obtain, ~~as part of a~~ judgment against 787 for the full amount herein authorized and owing upon 787's failure to pay.



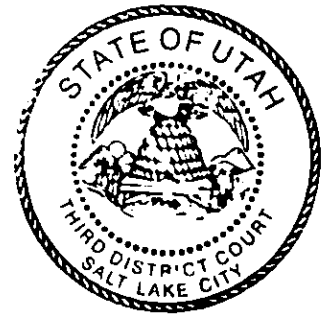
amounts due, when due, under the Settlement Agreement as set forth in the Consent to Entry of Judgment by Confession. *See* Consent, Docket No. 32.

SIGNATURE PAGE FOR CONFESSION OF JUDGMENT

DATED this January 19, 2023.

IT IS SO ORDERED.

In accordance with the Utah State Courts E-filing Standard, this Order does not bear the handwritten signature of the Judge, but instead displays an electronic signature at the upper right-hand corner of the first page of this Order.



Judgment Information Statement

(Utah Code 78B-5-201.) (This document is not filed with the court. It is filed with the county recorder.)

My name is William Sears and I am the judgment creditor in the following court case:

| | |
|-------------------------------------------------------------------------|----------------------------------------|
| Case name (Example: Party v. Party) | Sears v. 787, LLC et al. |
| Case number | 210903239 |
| Court name and county (Example: Third District Court, Tooele County) | Third District Court, Salt Lake County |

I provide the following information in compliance with Utah Code Section 78B-5-201.

1. The correct name of the judgment debtor is

787, LLC

2. The correct last known address of the judgment debtor is:

628 E. Vandalay Ln, Draper, Utah 84020

3. The address at which the judgment debtor received service of process is:

Walker Law Group, 9533 South 700 East, Suite 201, Sandy, Utah 84070

4. The judgment debtor is (choose one):

a natural person, and (if known)

| | |
|--------------------------------------------|--|
| Last four digits of Social Security Number | |
| Date of birth | |
| Driver license number | |

is not a natural person (For example, a business.).


5. The name of the judgment creditor is: William Sears; Anna Sears

6. The amount of the judgment is: \$ 108,100.00, plus pre-judgment and post-judgment interest as allowed by law, and all court costs and reasonable attorney's fees incurred.
7. The judgment was entered on: January 20, 2023 (date).
8. The judgment (Choose one.):
 has been stayed and the stay expires on _____ (date).
 has not been stayed.
9. The judgment creditor has reviewed their records, the records of their attorney (if there is one), and the records of the court in which the judgment was entered. Any information required by law but not provided by this statement is unknown and unavailable. (Utah Code 78B-5-201.)

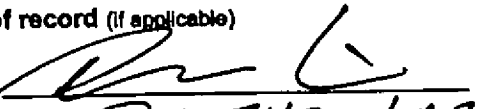
Plaintiff/Petitioner or Defendant/Respondent

I declare under criminal penalty under the law of Utah that everything stated in this document is true.

Signed at SANDY, UTAH SALT LAKE CITY (city, and state or country).

5/2/23 Date
 Signature ▶ 
 Printed Name WILLIAM SEARS

Attorney or Licensed Paralegal Practitioner of record (if applicable)

5/3/23 Date
 Signature ▶ 
 Printed Name RUNZHI LAI