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The Order of the Court is stated below:

Dated: July 25, 2024
02:47:55 PM

/s/ KEITH KELLY
District Court Judge



MABEY & COOMBS, L.C.
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ENT 51115:2024 PG 1 of 5
ANDREA ALLEN
UTAH COUNTY RECORDER
2024 Jul 31 02:07 PM FEE 40.00 BY LM
RECORDED FOR MABEY & COOMBS LC

Attorneys for Plaintiffs

IN AND BEFORE THE THIRD JUDICIAL DISTRICT COURT
IN AND FOR SALT LAKE COUNTY, STATE OF UTAH **Matheson**
Courthouse, 450 South State Street, Salt Lake City, Utah 84111

BARBER BROTHERS SPRINGVILLE,
LLC, and SPRINGVILLE 2012, LLC, Utah
limited liability companies,

Plaintiffs,

v.

QUICKFRESH, LLC and FEASTBOX LLC,
dba FEASTBOX and QUICKFRESH, and
JODY ROOKSTOOL, an individual,

Defendants.

**ORDER ENFORCING SETTLEMENT
AGREEMENT AND JUDGMENT**

Case No. 230907313

Judge Keith Kelly

TIER 3 CASE

The Court having considered Plaintiffs Barber Brothers Springville, LLC, and Springville 2012, LLC's Motion to Enforce Settlement Agreement and Convert the Same to a Judgment; Defendants having been served with the Motion to Enforce by US mail, postage prepaid, at the address appearing in the Lease Agreement and also at the LLC Defendant's registered agent's

address and having further served Defendants' authorized agent via email as per the Certificate of Service of counsel at the end of the Motion to Enforce; Defendants having not responded to the Motion; the Court having considered the supporting materials on file, Rule 58A *Utah R. Civ. Pro.*, including Plaintiffs' submission concerning Defendant Jody Rookstool's non-military service on file herein; the Court having further considered the Declaration of Mark Papanikolas, the lawful agent of Plaintiffs, and good cause further appearing, *hereby rules, orders and enters the following judgment:*

1. On May 26, 2023, Plaintiffs as Landlord and Defendant Quickfresh, LLC, dba Feastbox as Tenant, entered into a 10-year shopping center commercial space Lease Agreement ("the Lease").
2. Jody Rookstool ("Rookstool"), a principal of Tenant and a Defendant herein, signed a Personal Guaranty of the Lease, thereby personally assuming all liability thereunder. *See* pp. 28-29 of Lease attached to Plaintiffs' Complaint.
3. In early September 2023, Plaintiffs received notice that Tenant would be breaching the Lease Agreement and would not be paying rent when due and owing. Thereupon, on September 26, 2023, Plaintiffs filed the Complaint initiating this action. On October 2 and 5, 2023, Defendants were served with the Complaint and Summonses and did not respond.
4. Thereafter, due to the fact that Defendants did not want to litigate, extensive settlement discussions ensued in which the parties, on February 6, 2024, entered into a written Settlement Agreement. Paragraph 1 of the Settlement Agreement required Defendants to make a payment to Landlord of \$94,348.93 ("the Settlement Amount") on or before February 28, 2024, at which time the Lease would be deemed terminated with no further moneys due and owing as rent. The

Agreement lacks an agreed upon interest rate for which interest shall accrue if the amount owed was not timely paid.

5. Paragraph 8 of the Settlement Agreement provides that “the prevailing Party in an action to enforce the terms of this Agreement shall be awarded their reasonable attorney’s fees and costs.”

6. The Court finds that the Defendants have breached the Settlement Agreement and not paid the money due and owing after repeated demand. The Court further finds that the Settlement Agreement is a binding, valid, and enforceable agreement under Utah law and otherwise qualifies to be converted into a judgment as per case law cited in Plaintiffs’ Motion.

7. Based on the foregoing findings of fact and conclusions of law, judgment is hereby entered in favor of Plaintiffs Barber Brothers Springville, LLC, and Springville 2012, LLC, both Utah limited liability companies, and against Defendant Quickfresh, LLC, and Feastbox, LLC dba Feastbox and Quickfresh, Utah limited liability companies and DBAs, and also against Defendant Jody Rookstool, an individual, jointly and severally, in the principal amount of \$94,348.93 as of February 28, 2024, as per Rule 58A, *Utah R. Civ. Pro.*, with interest to accrue on that amount from such date at 10% per annum until paid as provided in *Utah Code Ann.* § 15-1-1(2).

8. Plaintiffs are also entitled to a judgment for their attorney’s fees and costs incurred in enforcing the Settlement Agreement by way of the Motion to Enforce they have made, including their fees for counsel preparing all relevant documents in connection therewith, an amount counsel may supplement by subsequent affidavit or declaration.

9. Once this judgment is entered, interest shall accrue on the combined total of the foregoing amounts at the 2024 post judgment legal rate under Utah law, which is the federal rate on January 1, 2024, of 6.81% plus 2% or a total of 8.81% per annum from the date this judgment is entered until paid as provided in *Utah Code Ann.* § 15-1-4(3)(a) titled **Interest on judgments**.

10. As contemplated in the Settlement Agreement, Plaintiffs are also entitled to judgment for their reasonable attorneys' fees, court costs, and other fees and expenses incurred by them or any one of them going forward in connection with enforcing this judgment and collecting on the same.

THE FOREGOING IS SO ORDERED AND JUDGMENT IS SO ENTERED.

In accordance with Utah R. Civ. P. 10(e) and Utah State District Courts Filing Standard No. 4, this Order does not bear the handwritten signature of the Court, but instead displays an electronic signature at the top of the first page of this Order.

CERTIFICATE OF SERVICE

The undersigned counsel to Plaintiffs hereby certifies that on the 28th day of May, 2024, he caused a true and correct copy of the foregoing **ORDER ENFORCING SETTLEMENT AGREEMENT AND JUDGMENT** to be served on the parties identified below as EXHIBIT B to Plaintiffs' MOTION TO ENFORCE SETTLEMENT AGREEMENT AND TO CONVERT TO JUDGMENT, all as contained in the mailing certificate attached to such MOTION, including the DECLARATION OF MARK PAPANIKOLAS, all of which was served in the manner indicated to the following parties at the addresses listed below, and no objection thereto has been received by Plaintiffs' counsel:

<p>Jody Rookstool 676 West Spring Creek Place Springville, UT 84663</p> <p>SSG ESQ, LLC, registered agent for the LLC defendants 3333 North Digital Drive, Suite 750 Lehi, UT 84043</p> <p>Via email to Mr. Kalani Slothower, Defendants' authorized agent, at kalani@justmeats.com</p>	<p><input type="checkbox"/> Hand Delivery <input checked="" type="checkbox"/> First Class, United States Mail, Postage Prepaid <input checked="" type="checkbox"/> E-filing via GreenFiling <input type="checkbox"/> E-filing via CM/ECF <input checked="" type="checkbox"/> Email Other: _____</p>
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/s/ J. Michael Coombs
J. Michael Coombs