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RASHELLE HOBBS
Recorder, Salt Lake County, UT
RAY QUINNEY & NEBEKER
BY: eCASH, DEPUTY - EF 7 P.

The Order of the Court is stated below:

Dated: August 20, 2019
09:32:03 AM

/s/ PATRICK CORUM
District Court Judge



I CERTIFY THAT THIS IS A TRUE COPY OF
AN ORIGINAL DOCUMENT ON FILE IN THE
THIRD DISTRICT COURT, SALT LAKE
COUNTY, STATE OF UTAH.
DATE: 8/26/2019

DEPUTY COURT CLERK

Prepared and Submitted by:

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Attorneys for Plaintiff BANK OF AMERICAN FORK, a division
of PEOPLE'S INTERMOUNTAIN BANK

**IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT
SALT LAKE COUNTY, STATE OF UTAH**

<p>BANK OF AMERICAN FORK, a division of PEOPLE'S INTERMOUNTAIN BANK, a Utah corporation,</p> <p>Plaintiff,</p> <p>v.</p> <p>QUICK SYSTEMS INC., a Wyoming corporation, and ALMA R. ROUNDY, an individual,</p> <p>Defendants.</p>	<p>DEFAULT JUDGMENT (ALMA R. ROUNDY)</p> <p>Case No. 190903310</p> <p>Honorable Patrick Corum</p>
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Pursuant to Rule 55 of the Utah Rules of Civil Procedure, and based upon the *Ex Parte Motion for Entry of Default Judgment Against Defendant Alma R. Roundy*, dated August 19, 2019 (the "Motion"), filed by Plaintiff Bank of American Fork, a division of People's Intermountain Bank (the "Bank" or "Plaintiff") in this action, and the other

pleadings of record on file in this case, and good cause appearing therefore, **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED** as follows:

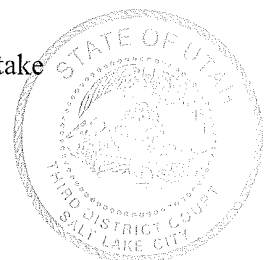
1. Judgment shall be, and hereby is, rendered in favor of the Bank and against defendant Alma R. Roundy ("Roundy" or the "Defendant") in the amount of \$999,893.85, plus pre- and post-judgment interest thereon at the contractual rate of \$247.08 per diem, or such greater amount allowed by law, from April 12, 2019, until paid in full, for Roundy's breaches of his contractual duties to the Bank under that certain *Commercial Guaranty*, dated December 4, 2017 (the "Guaranty"), more fully described in the Complaint and which forms the basis, in part, for the Bank's claims against Roundy in this case.

2. The Bank shall be, and hereby is, awarded final and permanent possession of the Collateral, all as more fully defined and described in the Complaint.

3. Roundy, his agents and representatives, and any person or party in active concert or participation with him, shall be, and hereby are, ordered to assemble the Collateral and to make the Collateral immediately (within three (3) business days) available to the Bank or its designated representative(s) for collection and repossession at a place designated by the Bank.

4. The sheriff of any county in which the Collateral, or any portion thereof, may be found, shall be, and hereby is, authorized to levy upon the Collateral by whatever means or force necessary including, but not limited to, breaking and entering a building, structure, or enclosure to obtain possession of the Collateral if it is concealed in said building, structure, or enclosure.

5. The Bank shall be, and hereby is, authorized to seize, recover, and take possession, custody, and control of the Collateral.

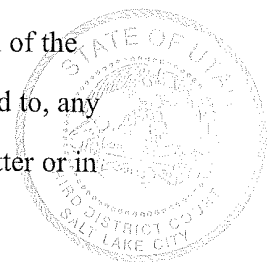


6. The Bank shall be, and hereby is, authorized to foreclose its interest in the Collateral in partial or full satisfaction of the balance due and owing under the Guaranty and any exhibits, agreements, and documents relating thereto, as well as the money judgment awarded herein.

7. The Bank shall be, and hereby is, authorized to sell the Collateral, or any portion thereof, at an execution sale or at a commercially reasonable sale held by the Bank, with such sale to constitute a foreclosure of the Bank's security interest in the Collateral by judicial process, with the execution lien as to the Collateral sold to relate back to the date of that certain (i) *Business Loan Agreement*, dated on or about December 4, 2017 (the "Loan Agreement"); and (ii) *Promissory Note*, dated on or about December 4, 2017 (the "Note"), each as modified and/or amended, and other exhibits, agreements, and documents relating thereto, including the Guaranty, all without any waiver of the Bank's other rights to realize on the Collateral.

8. The Bank shall be, and hereby is, authorized to apply the proceeds from the sale of the Collateral to the payment of the obligation owed to the Bank and the money judgment sought in the Complaint and awarded herein after payment of all collection and sale expenses, including any and all reasonable attorney fees and costs.

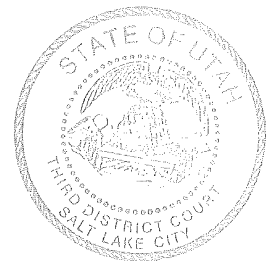
9. The Bank shall be, and hereby is, awarded a continuing judgment against Roundy for any deficiency, plus accruing interest, costs, and attorney fees remaining due and owing under the Guaranty, as well as the money judgment awarded against Roundy and in favor of the Bank herein, after disposition of the Collateral, plus accruing interest, fees, and costs, including, but not limited to, any and all reasonable attorney fees and costs incurred by the Bank in this matter or in



the disposition of the Collateral.

10. The Bank shall be, and hereby is, awarded its additional attorney fees and costs incurred in this action to date and in otherwise attempting to collect the debt owed by Roundy under the Guaranty and any exhibits, agreements, or documents relating thereto, with such amounts to be augmented by (i) all of the Bank's commercially reasonable fees, costs, and other expenses, including attorney fees and costs, incurred in any repossession, recovery, storage, repair, sale, release, or other disposition of the Collateral, or any piece thereof; and (ii) the Bank's additional reasonable fees, costs, and other expenses, including attorney fees and costs, incurred in this matter in obtaining and collecting on the money judgment against Roundy set forth herein, through execution or otherwise, and/or in repossessing and liquidating the Collateral (or any piece thereof), all to the extent authorized and allowed under the Guaranty and other exhibits, agreements, and documents relating thereto, including the Loan Agreement and the Note, or by applicable law, and all as subsequently established by affidavit and in accordance with Utah Rule of Civil Procedure 73.

** In accordance with the Utah State District Courts E-filing Standard No. 4, and URCP Rule 10(e), this Order does not bear the handwritten signature of the Court, but instead displays an electronic signature at the upper right-hand corner of the first page of this Order. **



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Attorneys for Plaintiff BANK OF AMERICAN FORK, a division
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IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT

SALT LAKE COUNTY, STATE OF UTAH

BANK OF AMERICAN FORK, a division of
PEOPLE'S INTERMOUNTAIN BANK, a Utah
corporation,

Plaintiff,

v.

QUICK SYSTEMS INC., a Wyoming corporation,
and **ALMA R. ROUNDY**, an individual,

Defendants.

**JUDGMENT INFORMATION
STATEMENT AS AGAINST
ALMA R. ROUNDY**

Case No. 190903310

Honorable Patrick Corum

Plaintiff Bank of American Fork, a division of People's Intermountain Bank (the "Bank" or the "Judgment Creditor"), the plaintiff and judgment creditor in the above-captioned civil action (the "Lawsuit"), hereby provides the following information in compliance with Utah Code Ann. § 78B-5-201:

- (1) The correct name of the Defendant and Judgment Debtor is: Alma R. Roundy.
- (2) The last known address of the Judgment Debtor is as follows: Alma R. Roundy, 44 W. Broadway, #607, Salt Lake City, Utah 84101.

(3) The address at which the Judgment Debtor received service of process in the Lawsuit is as follows: Alma R. Roundy, 44 W. Broadway, #607, Salt Lake City, Utah 84101.

(4) Judgment Debtor Alma R. Roundy is a natural person, and:

- a. the last four digits of Mr. Roundy's social security number are believed to be: xxx-xx-2094.
- b. date of birth for Mr. Roundy is believed to be: January 3, 1977.
- c. last four digits of Mr. Roundy driver's license number are believed to be: -5591

(5) The name and address of the Judgment Creditor is :

Bank of American Fork, a division
of People's Intermountain Bank
1 East Main Street
American Fork, Utah 84003

(6) The amount of the money judgment (hereinafter, the "Judgment") entered against the Judgment Debtor is as follows:

\$999,893.85, plus pre- and post-judgment interest thereon at the contractual rate of \$247.08 per diem, or such greater amount allowed by law, from April 12, 2019, until paid in full, for the Judgment Debtor's defaults under that certain *Commercial Guaranty*, dated on or about December 4, 2017 (the "Guaranty") and relating to that certain (i) *Business Loan Agreement*, dated on or about December 4, 2017 (the "Loan Agreement"); and (ii) *Promissory Note*, dated on or about December 4, 2017 (the "Note"); plus those reasonable attorney fees and costs incurred by the Judgment Creditor in the Lawsuit as of the date of Judgment, and with such amount to be augmented by (i) all of the Judgment Creditor's commercially reasonable fees, costs, and other expenses, including attorney fees and costs, incurred in any repossession, recovery, storage, repair, sale, release, or other disposition of the collateral (the "Collateral") securing the Judgment Creditor's claims against the Judgment Debtor and/or any co-defendant(s) and co-judgment debtor(s) named in the Lawsuit, or any piece thereof; and (ii) the Judgment Creditor's additional reasonable fees, costs, and other expenses, including attorney fees and costs, incurred in the Lawsuit and in obtaining and collecting on the Judgment, through execution or otherwise, and/or in repossessing and liquidating the Collateral (or any piece thereof), all to the extent authorized and allowed under the Loan Agreement, Note, Guaranty, and other exhibits, agreements, and documents relating thereto, or by applicable law.

(7) The Judgment was signed by the Honorable Patrick Corum and entered by the Third District Court in and for Salt Lake County, State of Utah, on August 20, 2019.

(8) No stay of enforcement of the Judgment has been ordered by the Third District Court in and for Salt Lake County, State of Utah.

(9) The Judgment Creditor has reviewed its own records, the records of its attorneys and the records of the Court in which the Judgment was entered. Any information required by Utah Code Ann. § 78B-5-201, but not provided in this statement, is unknown and unavailable to Judgment Creditor.

(10) This Judgment Information Statement is filed and recorded, in part, in compliance with Utah Code Ann. § 78B-5-201.

DISCLAIMER

THE PRECEDING INFORMATION IS FILED/RECORDED PURSUANT TO UTAH CODE ANN. § 78B-5-201, *et seq.* THE JUDGMENT CREDITOR EXPRESSLY STATES THAT THE INFORMATION PROVIDED HEREIN IS NOT TO BE RELIED UPON BY ANY PERSON OR THIRD PARTY, AND THAT A PERSON OR THIRD PARTY SHOULD PERSONALLY INVESTIGATE ANY FACTS OR INFORMATION THEY ARE SEEKING ABOUT THE JUDGMENT DEBTOR AND SHALL NOT RELY UPON THE INFORMATION PROVIDED FOR HEREIN TO THEIR DETRIMENT. THE JUDGMENT CREDITOR HEREBY DISCLAIMS (I) ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE INFORMATION PROVIDED FOR HEREIN; AND (II) ANY LIABILITY TO ANY PERSON WHO USES OR RELIES UPON INFORMATION CONTAINED HEREIN.

DATED this 4th day of September, 2019.

RAY QUINNEY & NEBEKER P.C.

/s/ David H. Leigh

David H. Leigh

Attorneys for Plaintiff Bank of American Fork, a
division of People's Intermountain Bank