

12860554
10/2/2018 3:49:00 PM \$22.00
Book - 10717 Pg - 3558-3564
ADAM GARDINER
Recorder, Salt Lake County, UT
RAY QUINNEY & NEBEKER
BY: eCASH, DEPUTY - EF 7 P.

The Order of the Court is stated below:

Dated: July 30, 2018
10:44:16 AM



Prepared and Submitted by:

David H. Leigh, Esq. (A9433)
RAY QUINNEY & NEBEKER P.C.
36 South State Street, 14th Floor
P.O. Box 45385
Salt Lake City, Utah 84145-0385
Telephone: (801) 532-1500
Facsimile: (801) 532-7543
E-mail: dleigh@rqn.com

Attorneys for CATERPILLAR FINANCIAL
SERVICES CORPORATION

STATE OF UTAH
COUNTY OF SALT LAKE) ss.
I, THE UNDERSIGNED, CLERK OF THE DISTRICT
COURT OF SALT LAKE COUNTY, UTAH, DO HEREBY
CERTIFY THAT THE ANNEXED AND FOREGOING IS A
TRUE AND FULL COPY OF AN ORIGINAL DOCUMENT
ON FILE IN MY OFFICE AS SUCH CLERK. THIRD
WITNESS, MY HAND AND SEAL OF SAID COURT
THIS 30 DAY OF October, 2018
CLERK OF THE DISTRICT COURT
BY: John I. Hansen DEPUTY

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

CATERPILLAR FINANCIAL SERVICES
CORPORATION, a Delaware corporation,

Plaintiff,
v.

LEGEND HOMES, LLC, a Utah limited
liability company, and JOSHUA JOHNSON,
an individual,

Defendants.

JUDGMENT

Case No. 180901536

Honorable Royal I. Hansen

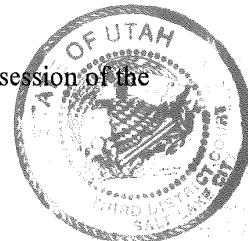
Pursuant to Rule 55 of the Utah Rules of Civil Procedure, and based upon the *Ex Parte Motion for the Entry of a Default Judgment*, dated July 20, 2018 (the “Motion”), filed by Plaintiff Caterpillar Financial Services Corporation (“Plaintiff” or “CAT Financial”) in this action, and the other pleadings 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 it hereby is, rendered in favor of CAT Financial and against Defendants Legend Homes, LLC ("Legend Homes") and Joshua Johnson ("Johnson" and, with Legend Homes, the "Defendants"), jointly and severally, in the amount of \$49,317.34, plus pre- and post-judgment interest thereon at the contractual rate of 8.95% per annum from February 21, 2018, until paid in full, for the Defendants' breaches of their respective contractual duties and obligations under that certain (i) *Installment Sale Contract* dated on or about August 6, 2015 (the "Purchase Agreement"), relating to Legend Homes' purchase of that certain Caterpillar 420E Backhoe Loader, Serial No. DJL02927 (with any attachments, the "Loader"); and (ii) *Guaranty of Payment*, dated July 17, 2015 (the "Guaranty"), pursuant to which Johnson unconditionally guaranteed Legend Homes' obligations under the Purchase Agreement and relating to the Loader, all of which form the basis for CAT Financial's claims against the Defendants in this case.

2. CAT Financial shall be, and hereby is, awarded final and permanent possession of the Loader.

3. Legend Homes, its officers, directors, members, agents, representatives, any parent or subsidiary, and any other person or party in active concert or participation with Legend Homes—including, but not limited to, Johnson—shall be, and each hereby are, ordered to assemble the Loader and to make the Loader available to CAT Financial for repossession at a place designated by CAT Financial.

4. CAT Financial shall be, and it hereby is, authorized to take possession of the Loader.



5. CAT Financial shall be, and it hereby is, authorized to dispose of the Loader in partial or full satisfaction of this Judgment.

6. The sheriff in any county in which the Loader may be found shall be, and hereby is, ordered and authorized to levy upon the Loader.

7. It shall be, and it hereby is, ordered that Loader be liquidated, sold, or otherwise disposed of in accordance with the terms and conditions set forth in the Purchase Agreement and as otherwise authorized and/or directed by law, with any execution lien as to the Loader, if applicable, to relate back to the date of the Purchase Agreement and any exhibits related thereto, all without any waiver of any of CAT Financial's other rights to realize on the Loader.

8. CAT Financial shall be, and it hereby is, authorized to apply the proceeds from the liquidation, sale, or other disposition of the Loader to the payment of the obligations owed under the Purchase Agreement, the Guaranty, and this Judgment after payment of all collection and disposition expenses, including, but not limited to, any and all reasonable attorney fees and other costs incurred by CAT Financial relating to this matter or the disposition of the Loader.

9. CAT Financial shall be, and it hereby is, awarded a continuing judgment against the Defendants, jointly and severally, for any deficiency amount remaining due and owing under the Purchase Agreement after the disposal of the Loader, plus accruing interest, fees, and costs, including, but not limited to, any and all reasonable attorney fees and costs incurred by CAT Financial in this matter or in the disposition the Loader.

10. Caterpillar shall be, and it hereby is, awarded its attorney fees and costs incurred

in this action and in otherwise attempting to collect the debt owed by the Defendants under the Purchase Agreement and the Guaranty in the amount of \$2,730.50, with such amount to be augmented by (i) all of CAT Financial's commercially reasonable costs and expenses incurred in any repossession, recovery, storage, repair, sale, release, or other disposition of the Loader; and (ii) CAT Financial's additional reasonable attorney fees and costs incurred in this matter in obtaining and collecting on any money judgment awarded CAT Financial against the Defendants in this matter, through execution or otherwise, and/or in repossessing and liquidating the Loader, all to the extent authorized and allowed under the Purchase Agreement or by applicable law 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. **



David H. Leigh, Esq. (A9433)
RAY QUINNEY & NEBEKER P.C.
36 South State Street, 14th Floor
P.O. Box 45385
Salt Lake City, Utah 84145-0385
Telephone: (801) 532-1500
Facsimile: (801) 532-7543
E-mail: dleigh@rqn.com

Attorneys for CATERPILLAR FINANCIAL
SERVICES CORPORATION

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

**CATERPILLAR FINANCIAL SERVICES
CORPORATION**, a Delaware corporation,

Plaintiff,

v.

LEGEND HOMES, LLC, a Utah limited
liability company, and **JOSHUA JOHNSON**,
an individual,

Defendants.

**JUDGMENT INFORMATION
STATEMENT AS AGAINST
LEGEND HOMES, LLC AND
JOSHUA JOHNSON**

Case No. 180901536

Honorable Royal I. Hansen

Caterpillar Financial Services Corporation (“CAT Financial”), the Judgment Creditor in the above-captioned civil action (the “Lawsuit”), provides the following information in compliance with Utah Code Section 78B-5-201:

- (1) The correct names of the Judgment Debtors are: (i) Legend Homes, LLC; and (ii) Joshua Johnson.

- (2) The last known address of each of the Judgment Debtors is as follows:
(i) Joshua Johnson, 10328 Springcrest Lane, South Jordan, Utah 84095.

(ii) Legend Homes, LLC, c/o Joshua Johnson, Registered Agent, 10328 Springcrest Lane, South Jordan, Utah 84095.

(3) The address at which each of the Judgment Debtors received service of process in the Lawsuit was as follows:

- (i) Joshua Johnson: 10328 Springcrest Lane, South Jordan, Utah 84095
- (ii) Legend Homes, LLC: c/o Joshua Johnson, Registered Agent, 10328 Springcrest Lane, South Jordan, Utah 84095

(4) Judgment Debtor Legend Homes, LLC is a Utah limited liability company, and:

- a. the last four digits of the entity's tax ID number are: unknown
- b. date of birth: N/A
- c. last four digits of driver's license number: N/A

(5) Judgment Debtor Joshua Johnson is a natural person, and:

- a. the last four digits of Mr. Johnson's social security number are believed to be: xxx-xx-9574.
- b. date of birth for Mr. Johnson is believed to be: October 19, 1980
- c. last four digits of Mr. Johnson's driver's license number are: unknown

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

Caterpillar Financial Services Corporation
2120 West End Avenue
Nashville, Tennessee 37203

(7) The amount of the money judgment (hereinafter "Judgment") is:

\$49,317.34, plus pre- and post-judgment interest thereon at the contractual rate of 8.95% per annum from February 21, 2018, until paid in full, plus \$2,730.50 for the reasonable attorney fees and costs incurred by CAT Financial in the Lawsuit, with such amount to be augmented by (i) all of CAT Financial's commercially reasonable costs and expenses incurred in any repossession, recovery, storage, repair, sale, release, or other disposition of that certain Caterpillar 420E Backhoe Loader, Serial No. DJL02927 (the "Loader") at issue in the Lawsuit; and (ii) CAT Financial's additional reasonable attorney fees and costs incurred in the Lawsuit in obtaining and collecting the Judgment, through execution or otherwise, and/or in repossessing and liquidating the Loader.

(8) The Judgment was signed by the Honorable Royal Hansen and entered by the Third District Court in and for Salt Lake County, State of Utah, on July 30, 2018.

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

(10) 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 Section 78B-5-201 but not provided in this statement is unknown and unavailable to Judgment Creditor.

(11) 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 WITH THE COURT 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 DEBTORS AND SHALL NOT RELY UPON THE INFORMATION PROVIDED FOR HEREIN TO THEIR DETRIMENT. THE JUDGMENT CREDITOR HEREBY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, AS TO THE INFORMATION PROVIDED FOR HEREIN OR LIABILITY TO ANY PERSON WHO USES OR RELIES UPON INFORMATION CONTAINED HEREIN.

DATED this 2nd day of October, 2018.

RAY QUINNEY & NEBEKER P.C.

/s/ David H. Leigh

David H. Leigh

Attorneys for Caterpillar Financial Services Corp.
Judgment Creditor