The Order of the Court is stated below:
Dated: April 18, 2019 04:04:57 PM
/s/ ROBERT FAUST
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 6-26-2019
DEPUTY COURT CLERK

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

JESS RUIZ an individual Plaintiff, vs. RICK LUCKING, an individual, R&L HOLDINGS, LLC, a Utah Limited Liability Company, and SPEEDY TOWING Defendants.	**ORDER GRANTING DEFENDANTS' MOTION FOR SUMMARY JUDGMENT** Civil No. 180906315 Judge Robert P. Faust **Tier 2**
R&L HOLDINGS, LLC, a Utah Limited Liability Company Counterclaimant vs. JESS RUIZ, an individual Counterclaim Defendant	

Before the Court is Defendants R&L Holdings, LLC ("R&L") and Rick Lucking's ("Lucking") motion for summary judgment. R&L and Lucking moved for summary judgment on the following claims:

- All claims asserted against Lucking;
- Plaintiff Jess Ruiz's ("Ruiz") first (trespass), fourth (injunctive relief), and fifth (unjust enrichment) causes of action in their entirety and as to all Defendants ("Defendants" refers to R&L, Lucking, and defendant Speedy Towing);
- Ruiz's third cause of action (conversion) as it relates to the truck and trailer and as to all Defendants; and
- R&L's first (trespass) and second (declaratory relief) causes of action in its counterclaim.

Plaintiff Ruiz did not oppose the motion and the time for doing so has passed. The Court, therefore, having considered the motion and Ruiz's failure to oppose the motion, being otherwise sufficiently advised, and for good cause appearing, hereby finds that there are no genuine issues of material fact and that Defendants are entitled to judgment as a matter of law as follows:

FINDINGS OF FACT

The Court finds the following facts to be undisputed:

1. On or about August 24, 2017, R&L took title to a parcel of real property located in Salt Lake County, Utah known as Lot 7, Hermansen Subdivision, according to the official plat thereof, on file and of record in the office of the Salt Lake County Recorder, State of Utah, Tax ID: 16-31-

303-013, which is shown by the pink highlighting in the plat map included in Fact 1 of Defendants' motion ("Lot 7").

2. R&L also owns a parcel of commercial real property that abuts Lot 7.
3. Ruiz is the record owner of an adjacent parcel of real property, known as Lot 6, Hermansen Subdivision, according to the official plat thereof, on file and of record in the office of the Salt Lake County Recorder, which is to the right of Lot 7 in the plat map above ("Lot 6").
4. Consistent with its rights in and to Lot 7, R&L sought to develop Lot 7 to (1) allow R&L to expand its commercial warehouse located on the adjacent parcel, and (2) to construct a residence on Lot 7 that it could then rent to generate additional profit.
5. To accomplish these ends, R&L engaged Cameron Construction to build the house and other necessary improvements.
6. R&L also hired a surveyor to mark the property line between Lot 7 and Lot 6.
7. The surveyor drew a circle on the sidewalk to show the front-end of the boundary line, which shows that the property line runs along the edge of Ruiz's driveway on Lot 6, as shown in the image embedded in Fact 7 of Defendants' motion.
8. The surveyor then placed a flag to mark the back-end of the boundary line, shown protruding through a flat-bed trailer in an image embedded in Fact 8 of Defendants' motion.

9. It was apparent that Ruiz was trespassing on Lot 7.

10. That is, Ruiz had parked one of his trucks on Lot 7 as shown in the image embedded in Fact 10 of Defendants' motion.

11. Ruiz had also parked a flat-bed trailer on Lot 7.

12. Because these trespasses were interfering with R&L's exercise of its property rights and its construction of a residence and expansion of its warehouse, on April 25, 2018, an agent of R&L approached Ruiz and asked him to remove his trespassing truck and trailer.

13. Ruiz did not respond.

14. A couple days, on April 27, 2018, R&L again approached Ruiz and asked him to remove his trespassing truck and trailer.

15. In response, Ruiz refused to move his property and told R&L to "take him to court."

16. Given Ruiz's refusal to remove his property from Lot 7, R&L contacted the South Salt Lake Police Department.

17. Later in the day on April 27, 2018, R&L met with an officer from the South Salt Lake Police Department.

18. That officer attempted to contact Ruiz, but Ruiz did not answer his door.

19. At that point, the officer told R&L that it should make arrangements to tow the trespassing property and that an officer would be on site to keep the peace if needed.

20. Following the officer's advice, on May 1, 2018, R&L arranged with

Defendant Speedy Towing to have the offending truck and trailer towed.

21. The truck and trailer were towed on that day.

22. After Speedy Towing removed the truck and trailer from Lot 7, Speedy Towing:

a. Sent a report of the towing to the Utah Motor Vehicle Division;

b. Notified the South Salt Lake Police Department of the towing;

c. Located the record owner of the towed property, which was AAA Insurance and not Ruiz; and

d. Sent a certified letter to the last known address of the record owner of the property alerting the record owner of the towing.

23. When the registered owner of the property did not respond to the certified letter within 30 days, the property was considered legally abandoned and Speedy Towing applied for transfer of title for the vehicle on June 11, 2018 and ultimately became the legal owner of the towed property.

24. Following the towing of the truck and trailer, Ruiz parked a different truck on Lot 7 and further disrupted R&L's construction project, as shown by the image embedded in Fact 24 of Defendants' motion.

25. For instance, as the construction project proceeded, R&L needed to dig a trench for utilities.

26. However, Ruiz's second truck parked on Lot 7 was parked directly over where the trench needed to be dug.

27. When Ruiz continued to refuse to remove his second trespassing truck, on

September 20, 2018, R&L again contacted the South Salt Lake Police Department to assist it in removing Ruiz's trespassing vehicle.

28. After Ruiz again refused to move his trespassing truck, R&L moved its security fence as close to the property line as it could without damaging Ruiz's trespassing truck but was unable to proceed with digging the utilities trench.

29. Finally, on the morning of September 21, 2018, Ruiz moved his truck and R&L placed its security fencing on the property line.

30. Given Ruiz's frequent trespasses, R&L altered its building plans to include a permanent fence on the property line between Lots 6 and 7.

31. R&L has now erected that fence on the property line between Lots 6 and 7.

32. As part of its construction plans, R&L abandoned the well at issue in this case and capped the well. That is, the well has been covered in cement and is no longer usable.

33. Ruiz's repeated trespasses caused significant delays to R&L's construction project.

34. Originally, the new home R&L was building on Lot 7 was scheduled to be completed in November 2018.

35. However, because of the delays caused by Ruiz's trespasses, the home is not scheduled to be completed until May 2019.

36. As a result, R&L has lost rental income of $2,000 per month for that

period, for a total loss of $14,000.

37. Ruiz's trespasses also delayed the completion of R&L's additional warehouse space on its adjacent property, costing R&L lost rental income of $5,000 per month from September 2018 to November 2018 (the length of delay attributable to Ruiz's trespasses), for a total loss of $15,000.
38. These delays also caused R&L to incur additional interest expenses of $2,689 on its construction loan, construction costs for an unplanned fence of $1,200.63, rental costs for a temporary fence of $400, and labor expenses of $750 to attempt to remedy Ruiz's trespasses.
39. In total, Ruiz's trespasses caused R&L $34,039.63 in damages.
40. On August 28, 2018, Ruiz filed his complaint in this matter.
41. As part of his complaint, Ruiz asked for $50,000 in damages for alleged trespasses by Defendants and for an alleged conversion of the truck and trailer. *See* Complaint at prayer for relief.
42. When Ruiz's initial disclosures did not contain a breakdown of how Ruiz calculated his damages, Defendants asked Ruiz via an interrogatory to "describe in detail the value of the truck and trailer" he claimed was converted by Defendants. In response, Ruiz stated that he paid $5,000 for the truck in 2008 and $1,500 for the trailer in 2012, but did not provide any estimate of their value in 2018 at the time of the alleged conversion
43. Moreover, when asked to identify each instance where he alleged that Defendants trespassed onto Lot 6, Ruiz stated that he believed Defendants

trespassed onto Lot 6 (a) to remove the truck and trailer, (b) to "move fencing," and (c) to "thr[o]w the [well] pipes and pump and other things" onto Lot 6.

44. However, (a) the truck and trailer were located on Lot 7, not Lot 6, (b) R&L never moved fencing on Lot 6, R&L placed the fencing on Lot 7 and as close to the property line as possible given Ruiz's repeated trespasses, and (c) the well materials were placed on the property line so that Ruiz could claim them if he desired.
45. Lucking is a member of R&L.
46. In all his interactions with Ruiz and in all his actions that relate to Lots 6, 7, or any other matter related to this case, Lucking acted in his capacity as a member of R&L and not in his individual capacity.

CONCLUSIONS OF LAW

Based on the foregoing undisputed facts, the Court concludes as follows:

Summary judgment is appropriate when "there is no genuine dispute as to any material fact and the moving party is entitled to judgment as a matter of law." UTAH R. CIV. P. 56(a). If the moving party presents evidence sufficient to determine an issue raised by the pleadings, the burden then shifts to the nonmoving party to identify contested material facts, or legal flaws in the determination sought by the moving party. *See Orvis v. Johnson*, 2008 UT 2, ¶¶ 7-10, 177 P.3d 600, 602; *see also Giusti v. Sterling Wentworth Corp.*, 2009 UT 2, ¶ 53, 201 P.3d 966. Summary judgment is appropriate where the nonmoving party has failed to make a sufficient showing on an essential element of its case for which it has the burden of proof. *See Burns v.*

Cannondale Bicycle Co., 876 P.2d 415, 420 (Utah Ct. App. 1994). Disputes of facts that are not determinative will not preclude summary judgment. *See id.* at 419.

Here, the material facts are not genuinely disputed. These facts establish that R&L and Lucking are entitled to relief as a matter of law as follows:

a. All Claims against Lucking are dismissed with prejudice.

Ruiz asserted all of his claims against Lucking in his individual capacity. However, at all relevant times, Lucking acted in his capacity as a representative of R&L. Consequently, while Lucking is involved in many of the interactions at issue in this case, he is involved only as an agent of R&L. Utah law clearly provides that a limited liability company is separate and distinct from its members and managers. *See, e.g. Heaps v. Nuriche, LLC*, 2015 UT 26, ¶ 16, 345 P.3d 655 ("The general rule is that a corporation is an entity separate and distinct from its officers, shareholders and directors") (citation and internal quotation marks omitted); *D'Elia v. Rice Development, Inc.*, 2006 UT App 416, ¶ 26 n.5, 147 P.3d 515 (noting that corporate veil piercing doctrine applies to limited liability companies as well as corporations); *Ditty v. CheckRite, Ltd.*, 973 F. Supp. 1320, 1335-36 (D. Utah 1997) (same). Where Lucking has only ever acted in his capacity as a manager of R&L, the claims asserted against him personally are dismissed with prejudice.

b. Ruiz's trespass claim is dismissed with prejudice.

Ruiz's first cause of action asserts a claim of trespass against all Defendants. "The essential element of trespass is physical invasion of the land" of another. *Walker Drug*, 972 P.2d at 1243. Thus, "[a] person is liable for trespass when, without permission, he intentionally enters land in the possession of [another], or causes a thing or a third person to do so." *Purkey v.*

Roberts, 2012 UT App 241, ¶ 17, 285 P.3d 1242 (alteration in original, internal citation omitted). In his complaint, Ruiz alleged that "Defendants accessed [his] Property and removed his truck and trailer" and that Defendants "access[ed]" his property on "several occasions." Complaint at ¶¶ 33-34. The undisputed material facts prove otherwise.

To the allegation that Defendants accessed Plaintiff's property to remove his truck and trailer, the undisputed material facts establish that Ruiz parked his truck and trailer on R&L's Property—Lot 7. As a result, Defendants did not trespass onto Ruiz's Property to remove the truck and trailer. Furthermore, Ruiz's allegation that Defendants trespassed on "several occasions" is not supported by any facts in the record. Therefore, because the undisputed material facts show that Defendants did not trespass onto Ruiz's property, his claim for trespass is dismissed with prejudice.

c. Ruiz's claim for conversion is partially dismissed with prejudice.

Ruiz's third cause of action alleges that Defendants converted a truck and trailer.[1] "A conversion is an act of wilful interference with a chattel, done without lawful justification by which the person entitled thereto is deprived of its use and possession." *Allred v. Hinkley*, 328 P.2d 726 (Utah 1958). In this case, it is undisputed that the truck and trailer were towed. Nevertheless, Defendants are not liable for conversion as their actions were lawfully justified for three reasons.

First, R&L was legally justified in towing the truck and trailer because the truck and trailer were interfering with its property rights. As the legal owner of Lot 7, R&L holds all rights of ownership, including the right to exclude others from its property. *See Osguthorpe v. Wolf*

1 Ruiz's third cause of action also alleges that Defendants converted his well. However, that claim is not before the court at this time.

Mountain Resorts, L.C., 2010 UT 29, ¶ 25, 232 P.3d 999 (noting that "one with a possessory interest [in property] has the right and intention to exclude other members of society in general from any present occupation of the land") (citation omitted). Thus, given the advice from the South Salt Lake Police Department and R&L's rights as the owner of Lot 7, Defendants were legally justified in removing the truck and trailer from Lot 7.

Second, defendant Speedy Towing was justified in taking title to the trespassing property and selling it by the Tow Truck Provisions of the Motor Carrier Safety Act, UTAH CODE § 72-9-601, et seq.

Third, an essential element of any conversion claim is damages. *Murphy v. Whalen*, 2018 UT App 215, ¶ 7 ("To recover damages, the party must prove both the 'fact of damages' and the 'amount of damages.'") (quoting *Atkin Wright & Miles v. Mountain States Tel. & Tel. Co.*, 709 P.2d 330, 336 (Utah 1985)). The measure of damages for a conversion claim is "the value of the property at the time of the conversion." *Henderson v. For-shor Co.*, 757 P.2d 465, 468 (Utah Ct. App. 1988) (citing *Madsen v. Madsen*, 269 P. 132, 134 (Utah 1928)). Ruiz has failed to produce evidence of the value of the property at the time of the alleged conversion. Because Ruiz bears the burden of proof on this issue, his failure to present any evidence of his damages—the value of the truck and trailer at the time of the alleged conversion—defeats his claim for conversion. *See Murphy*, 2018 UT App 215, ¶ 7 ("The standard for determining the amount of damages is not so exacting as the standard for proving the fact of damages, but there still must be evidence that rises above speculation and provides a reasonable, even though not necessarily precise, estimate of damages."); *Orvis*, 2008 UT 2, ¶¶ 7-8 (establishing that where the non-moving party bears the burden of proof, the part "must provide affirmative evidence sufficient to establish a

genuine issue of material fact"). For these reasons, Ruiz's third cause of action is dismissed with prejudice as it relates to the alleged conversion of the truck and trailer.

d. Ruiz's claim for injunctive relief is dismissed with prejudice.

Ruiz's fourth cause of action asks for an order enjoining Defendants "from entering the Plaintiff's Property, stealing Plaintiff's personal property and blocking Plaintiff's easement and use of the well on Defendants [sic] property." Complaint at ¶ 51. To obtain injunctive relief, Ruiz must satisfy the four elements found in Rule 65A(e) of the Utah Rules of Civil Procedure. Ruiz has not done so. Specifically, Ruiz has not shown that he will suffer irreparable harm absent an injunction for two reasons.

First, Ruiz's alleged harms can be remedied with money damages—relief he also asked this Court to provide. *Sys. Concepts, Inc. v. Dixon*, 669 P.2d 421, 427-28 (Utah 1983) ("Irreparable injury justifying an injunction is that which cannot be adequately compensated in damages or for which damages cannot be compensable in money.") (citation omitted).

Second, the purpose of injunctive relief "is not to remedy past harm but to protect plaintiffs from irreparable injury that will surely result without" issuance of an injunction. *Schrier v. Univ. of Colo.*, 427 F.3d 1253, 1267 (10th Cir. 2005).[2] In other words, an injunction is not an appropriate remedy when damages have already occurred. *See, e.g.*, *Hunsaker v. Kersh*, ¶ 8, 991 P.2d 67 ("A preliminary injunction is an anticipatory remedy purposed to prevent the perpetration of a threatened wrong or to compel the cessation of a continuing one.") (internal citations omitted). In this case, Ruiz's proposed injunction is aimed solely at remedying past

2 The Advisory Committee Note to Rule 65A states that "[t]he substantial body of federal case authority in this area should assist the Utah courts in developing the law under paragraph (e)." UTAH. R. CIV. P. 65A, Advisory Committee Note, Paragraph (e).

harm. Ruiz's request for injunctive relief is denied because there is no *future* threatened harm that an injunction would prevent. For each of these reasons, Ruiz's request for injunctive relief is dismissed with prejudice.

e. Ruiz's claim for unjust enrichment is dismissed with prejudice.

Ruiz's fifth cause of action is for unjust enrichment. An unjust enrichment claim consists of three elements: "(1) a benefit conferred on one person by another; (2) an appreciation or knowledge by the conferee of the benefit; and (3) the acceptance or retention by the conferee of the benefit under such circumstances as to make it inequitable for the conferee to retain the benefit without payment of its value." *Am. Towers Owners Assoc., Inc. v. CCI Mechanical, Inc.*, 930 P.2d 1182, 1192 (Utah 1996) (citation omitted). Ruiz has not satisfied these elements.

For his unjust enrichment claim, Ruiz contends that "Defendants have been unjustly enriched by taking [his] truck and trailer and benefitting thereby without paying compensation to [him]." Complaint at ¶ 54. The facts do not support this claim. Specifically, R&L and Lucking have received no benefit from "taking [Ruiz's] truck and trailer" as they do not possess the truck and trailer and did not receive any proceeds from the sale of those assets by Speedy Towing. Thus, Defendants have not received a benefit, cannot appreciate or acknowledge a benefit that they did not receive, and cannot accept or retain a benefit that they never received. *See Am. Towers*, 930 P.2d at 1192. As to Speedy Towing, any benefit it received from towing the trespassing truck and trailer was justified by the Tow Truck Provisions of the Motor Carrier Safety Act, UTAH CODE § 72-9-601, et seq. Therefore, it is not inequitable for Speedy Towing to retain any benefit it received.

Finally, as with the conversion claim, Ruiz has entirely failed to carry his burden to

establish his damages. As explained above, Ruiz has provided no information about the value of his truck and trailer. Absent any evidence of the current value of these items, i.e., the value of the benefit unjustly retained, his claim fails. Therefore, Ruiz's fifth cause of action is dismissed with prejudice.

f. R&L is entitled to summary judgment on its trespass claim.

As noted above, "[t]he essential element of trespass is physical invasion of the land" of another. *Walker Drug*, 972 P.2d at 1243. Thus, "[a] person is liable for trespass when, without permission, he intentionally enters land in the possession of [another], or causes a thing or a third person to do so." *Purkey v. Roberts*, 2012 UT App 241, ¶ 17, 285 P.3d 1242 (alteration in original, internal citation omitted). As was also explained above, Ruiz parked his truck and trailer on R&L's real property. In other words, Ruiz is liable for trespass.

Ruiz's trespass has caused R&L significant damages. In total, Ruiz's trespasses have caused R&L $34,039.63 in damages, which consists of the following items:

- Lost residential rents of $14,000. Ruiz's trespasses delayed R&L's construction of a residence on its property and caused R&L to lose rental income of $2,000 per month from November 2018 (the scheduled completion date that could not be kept due to Ruiz's trespasses) and May 2019 (the new estimated completion date).
- Lost commercial rents of $15,000. Ruiz's trespasses also delayed the construction of additional warehouse space for its commercial building, which resulted in lost rental income of $5,000 per month from September 2018 to November 2018.
- Additional interest on R&L's construction loan of $2,689.00. Ruiz's trespasses delayed completion of R&L's construction project, which resulted in three

additional months of interest charges.

- Construction costs for an unplanned fence of $1,200.63. R&L was required to build a fence to prevent further trespasses by Ruiz.
- Rental expenses for a temporary fence of $400.00.

Because damages for trespass may include "any personal or property injury that resulted from the encroachment," R&L is entitled to recover each item of damages. *Walker Drug*, 972 P.2d at 1244. Therefore, the R&L is entitled to relief on its trespass claim in an amount of $34,039.63.

g. R&L is entitled to summary judgment on their declaratory relief claim.

"Each district court has the power to issue declaratory judgments determining rights, status, and other legal relations within its respective jurisdiction." UTAH CODE § 78B-6-401(1). Here, R&L has asked the Court to establish the boundary line between Lots 6 and 7 as a dispute has arisen between R&L and Ruiz over the location of the boundary line. The undisputed facts show that the boundary line is as described in the parties' deeds. Specifically, Ruiz admitted in discovery that "[t]he deeds for each parcel contain this information [in] a detailed fashion." Therefore, R&L is entitled to its requested relief on this claim.

h. This order is certified as final pursuant to Rule 54(b).

Rule 54(b) of the Utah Rules of Civil Procedure provides

> When an action presents more than one claim for relief—whether as a claim, counterclaim, cross claim, or third party claim—and/or when multiple parties are involved, the court may enter judgment as to one or more but fewer than all of the claims or parties only if the court expressly determines that there is no just reason for delay.

An order is appropriately certified as final when three requirements are met: (1) "there must be multiple claims for relief or multiple parties to the action;" (2) "the judgment appealed from

must have been entered on an order that would be appealable but for the fact that other claims or parties remain in the action;" and (3) "the district court, in its discretion, must make an express determination that there is no just reason for delay." *Copper Hills Custom Homes, LLC v. Countrywide Bank, FSB*, 2018 UT 42, ¶ 16 (citation and alterations omitted). All three elements are met here.

First, there are multiple claims for relief and multiple parties to the action.

Second, this order would be appealable but for the remaining claims and parties as this order fully resolves all claims against two Defendants (Lucking and Speedy Towing), and fully resolves several other claims presented. Moreover, there is no factual overlap between the remaining claims and the claims resolved by this Order. *See id.* at ¶ 21. Specifically, the remaining claims address issues related to an access easement and a well; the claims dismissed by this Order do not relate to the easement or well.

Third, the court concludes that there is no just reason to delay certification of this order as final. As this order dismisses both Lucking and Speedy Towing from this case, it is appropriate to certify this Order as final.

ORDER

Based on the foregoing, the Court ORDERS, ADJUDGES, and DECREES as follows:

1. R&L and Lucking's Motion for Partial Summary Judgment is GRANTED;
2. All claims asserted against Lucking are DISMISSED with prejudice;
3. Ruiz's first, fourth, and fifth causes of action are DISMISSED with prejudice in their entirety;
4. Ruiz's third cause of action is DISMISSED with prejudice as it relates to the

truck and trailer;

5. As the remaining claims are not brought against Speedy Towing, Speedy Towing is hereby DISMISSED from this case;
6. R&L's first cause of action in its counterclaim is GRANTED, and judgment is entered in its favor and against Ruiz in the amount of $34,039.63;
7. R&L's second cause of action is GRANTED, and it is hereby ADJUDGED that the boundary line between Lots 6 and 7 is as described in the parties' deeds;
8. This Order is hereby certified as a FINAL JUDGMENT pursuant to Rule 54(b) of the Utah Rules of Civil Procedure.

The Court's signature appears at the top of the first page of this Order.

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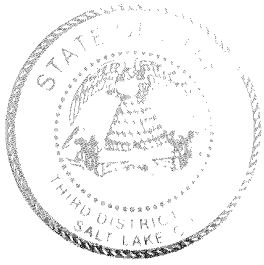

CERTIFICATE OF SERVICE

I hereby certify that on this 18th day of April, 2019 a true and correct copy of the foregoing **ORDER GRANTING DEFENDANTS MOTION FOR SUMMARY JUDGMENT** was served upon the following by the indicated method:

Jess Ruiz 165 Hermansen Cir. South Salt Lake, UT 84115	(X) U.S. Mail, Postage Prepaid ( ) Hand Delivered ( ) Email ( ) Facsimile ( ) Electronic Filing Notification
Michael S. Miller **MIKERIN, INC., DBA SPEEDY TOWING** 3379 South 500 West Salt Lake City, UT 89115 *ProPer*	( ) U.S. Mail, Postage Prepaid ( ) Hand Delivered (X) Email ( ) Facsimile ( ) Electronic Filing Notification

/s/ Londa Heaton

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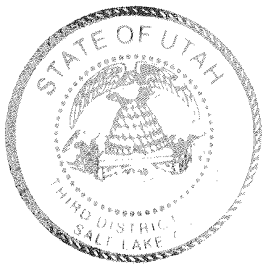

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IN THE THIRD JUDICIAL DISTRICT COURT
SALT LAKE COUNTY, STATE OF UTAH

JESS RUIZ an individual Plaintiff, vs. RICK LUCKING, an individual, R&L HOLDINGS, LLC, a Utah Limited Liability Company, and SPEEDY TOWING Defendants. --- R&L HOLDINGS, LLC, a Utah Limited Liability Company Counterclaimant vs. JESS RUIZ, an individual Counterclaim Defendant	**JUDGMENT INFORMATION STATEMENT** Civil No. 180906315 Judge Robert P. Faust **Tier 2**

Defendant R&L Holdings, LLC ("R&L") provides the following information in compliance with Utah Code § 78B-5-201.

(1) The correct name of the Judgment Debtor, last known address of the Judgment Debtor, and the address at which the Judgment Debtor received service of process are:

a. Jess Ruiz, 165 East Hermansen Circle, Salt Lake City, Utah 84115.

(2) The social security number and driver's license number for the Judgment Debtor are not known.

(3) The monetary amount of the judgment is $34,039.63 plus post-judgment interest accruing from April 18, 2019.

(4) The Judgment was entered on April 18, 2019.

(5) The Judgment has not been satisfied.

(6) The Judgment has not been stayed.

(7) The Judgment Creditor is R&L Holdings, LLC, c/o Richard Lucking, 139 East 3900 South, Salt Lake City, Utah 84107.

(8) A true and correct copy of the Judgment is recorded in the records of the Salt Lake County Recorder concurrently with this Judgment Information Statement.

(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 § 78B-5-201 but not provided in this statement is unknown.

DATED this 8th day of July, 2019.

KIRTON McCONKIE

/s/ Adam D. Wahlquist
Peter C. Schofield

Adam D. Wahlquist
Jacob A. Green
Attorneys for Defendants