

The Order of the Court is stated below:

Dated: February 26, 2021  
10:27:29 AM

/s/ RICHARD MCKELVIE  
District Court Judge



James L. Ahlstrom (8704) [jahlstrom@parrbrown.com](mailto:jahlstrom@parrbrown.com)  
Kara M. Houck (8815) [khouck@parrbrown.com](mailto:khouck@parrbrown.com)  
PARR BROWN GEE & LOVELESS, P.C.  
101 South State Street, Suite 700  
Salt Lake City, Utah 84111  
Telephone: (801) 532-7840  
Facsimile: (801) 532-7750

Attorneys for Plaintiff Western Finance & Leasing, L.C.

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: 04-10-2021

Deputy Clerk  
DEPUTY COURT CLERK

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

WESTERN FINANCE & LEASING, L.C., a  
Utah limited company,

Plaintiff,

vs.

MASCARO LANDSCAPING LLC, a Utah  
limited liability company and JACOB  
MASCARO, an individual,

Defendants.

**FINAL JUDGMENT**

Civil No.190908909

Judge: Richard McKelvie

Tier 2

Pursuant to the Court's Order dated September 15, 2020 (the "Order") granting Plaintiff Western Finance & Leasing, L.C.'s ("Western") Motion for Partial Summary Judgment dated July 2, 2020 (the "Motion") against defendants Mascaro Landscaping LLC ("Renter") and Jacob A. Mascaro aka Jake Mascaro ("Guarantor" and collectively with Renter, "Defendants"), after review of the Declaration of Kara M. Houck in Support of Attorney Fee Award (the "Declaration") submitted concurrently herewith and all other pleadings and papers on file with the Court, and good cause appearing, the Court hereby ORDERS, ADJUDGES and DECREES as follows:

1. The Motion shall be, and the same hereby is, granted, for all the reasons specified and explained in the Order.

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RASHELLE HOBBS  
Recorder, Salt Lake County, UT  
PARR BROWN GEE & LOVELESS  
BY: eCASH, DEPUTY - EF 8 P.

2. Final Judgment is hereby entered against each of Renter and Guarantor, jointly and severally, in the total amounts set forth below:

- a. \$61,728.39, which amount includes the following:
  - i. Base rent and sales tax from approximately November 29, 2018 through December 20, 2019, in a total amount of \$34,841.25;
  - ii. Recovery of late charges at a rate of five percent of the payment due for each month or part of a month for which the rent or other amount owed is delinquent from approximately September 2018 through December 2019, in a total amount of \$1,875.00;
  - iii. Recovery of fees for Equipment not being insured from approximately January 2, 2019 through December 19, 2019, in a total amount of \$15,112.06;
  - iv. Recovery of amounts incurred to repossess the Equipment, including constable fees and costs, in a total amount of \$225.00; and
  - v. Recovery of prejudgment interest at the rate of 2% per month on all amounts not paid within thirty days after the due date from approximately September 2018 through June 30, 2020, in a total amount of \$9,675.08.
- b. Recovery of \$1,846.46 of prejudgment interest at the rate of 2% per month on all amounts not paid within thirty days after the due date from July 1, 2020 through September 15, 2020;



c. Recovery of \$191.84 of post judgment interest at the rate of 2% per month on all amounts not paid within thirty days after the due date from September 16, 2020 through September 23, 2020;

d. Recovery of post judgment interest at the rate of 2% per month on all amounts not paid within thirty days after the due date from September 24, 2020 through the date of full satisfaction of the judgment, in an amount of \$23.98 per day, which total amount is not yet known;

e. Recovery of attorney fees from approximately October 24, 2019 through September 23, 2020, in an amount of \$41,043.00, which amounts are supported by the Declaration; and

f. Recovery of costs from approximately October 24, 2019 through September 23, 2020, in an amount of \$514.80, which amounts are supported by the Declaration.

3. The total judgment through and including September 23, 2020, awarded is \$105,324.49 (\$61,728.39 awarded pursuant to the Order; plus \$1,846.46 in prejudgment interest from July 1, 2020 through September 15, 2020; plus \$191.84 of post judgment interest from September 16, 2020 through September 23, 2020; plus \$41,043.00 in attorney fees; plus \$514.80 in costs), plus future post judgment interest and attorney fees and costs, which future attorney fees and costs shall be supported by further declaration to this Court.

4. This Final Judgment is a final judgment as to all claims and issues of all parties in this matter.

**\*\* 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 Judge, but instead displays an electronic signature at the upper right-hand corner of  
the first page of this Order. \*\***

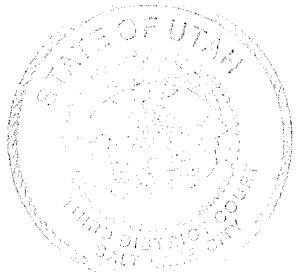


**CERTIFICATE OF SERVICE**

I certify that on the 12th day of October 2020, I electronically filed this **FINAL JUDGMENT** with the Clerk of the Court using the Green Filing system and sent an electronic copy to the following:

Joseph R. Goodman, Jr.  
JOSEPH GOODMAN, JR., L.C.  
P.O. Box 571222  
Murray, UT 84157  
(801) 364-3349  
[jrg@jgoodmanlaw.net](mailto:jrg@jgoodmanlaw.net)  
Attorney for Defendants

/s/ Lori J. Stumpf  
\_\_\_\_\_  
\_\_\_\_\_



James L. Ahlstrom (8704) [jahlstrom@parrbrown.com](mailto:jahlstrom@parrbrown.com)  
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Attorneys for Plaintiff Western Finance & Leasing, L.C.

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

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WESTERN FINANCE & LEASING, L.C., a  
Utah limited company,

Plaintiff,

vs.

MASCARO LANDSCAPING LLC, a Utah  
limited liability company and JACOB  
MASCARO, an individual,

Defendants.

**JUDGMENT INFORMATION  
STATEMENT**

Civil No.190908909

Judge: Richard McKelvie

Tier 2

Pursuant to Utah Code Ann. § 78B-5-201, the plaintiff Western Finance & Leasing, L.C.

("Plaintiff"), as judgment creditor, provides the following information:

1. The correct name of the judgment debtors are as follows:
  - (a) Mascaro Landscaping LLC; and
  - (b) Jacob A. Mascaro aka Jake Mascaro.
2. The correct last known address of the judgment debtors are as follows:
  - (a) Mascaro Landscaping LLC  
1440 South 3275 West  
Bluffdale, UT 84065

(b) Jacob A. Mascaro aka Jake Mascaro  
1440 South 3275 West  
Bluffdale, UT 84065

3. The judgment debtors did not receive personal service of process; instead, the law firm of Joseph R. Goodman, Jr., L.C., received and accepted service of the summonses and complaints for each of the judgment debtors at the following address: P.O. Box 571222, Murray, UT 84157.

4. The following information, as required by Utah Code Section 78B-5-201(4)(b)(iv) (2008), is provided about the judgment debtor:

(a) Mascaro Landscaping LLC

- (1) The social security number (last four digits) of the judgment debtor: Not Applicable.
- (2) The date of birth of the judgment debtor: Not Applicable.
- (3) The driver license number of the judgment debtor: Not Applicable.

(b) Jacob A. Mascaro aka Jake Mascaro

- (1) The social security number (last four digits) of the judgment debtor: 9312.
- (2) The date of birth of the judgment debtor: August 3, 1982.
- (3) The driver license number of the judgment debtor: Unknown.

5. The name and address of the judgment creditor is as follows:

Western Finance & Leasing, L.C.  
1885 South 900 West  
Salt Lake City, UT 84104

6. The amount of the total judgment is \$105,324.49 plus accrued interest, attorney fees and costs.

7. The Judgment has not been stayed.

8. The judgment creditor has reviewed its records, the records of its attorney, 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.

DATED this 15 day of June 2021.

PARR BROWN GEE & LOVELESS, P.C.

By: ML

James L. Ahlstrom

Kara M. Houck

Attorneys for Plaintiff Western Finance & Leasing, L.C.

STATE OF UTAH )  
: ss.  
COUNTY OF SALT LAKE )

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of June 2021, by

Kara M. Houck

NOTARY PUBLIC  
Residing In Salt Lake County, Utah

My Commission Expires:

May 8, 2023

