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IN AND FOR THE FOURTH JUDICIAL DISTRICT COURT, STATE OF UTAH
UTAH COUNTY, PROVO DIVISION

<p>LORD ABBEY, LLC, a Utah limited liability company,</p> <p style="text-align: center;">Plaintiff,</p> <p>vs.</p> <p>JOSHUA STACY, an individual, and AFFORDABLE MARKETING LISTS, LLC, a Virginia limited liability company,</p> <p style="text-align: center;">Defendants.</p>	<p style="text-align: center;">FINDINGS OF FACT, CONCLUSIONS OF LAW, AND JUDGMENT AND ORDER</p> <p style="text-align: center;">Case No. 200400428</p> <p style="text-align: center;">Judge Kraig Powell</p>
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This matter comes before the Court upon the defendant Affordable Marketing Lists, LLC’s “AML” default pursuant to Rule 55 of the Utah Rules of Civil Procedure. Having been lawfully served a copy of the Summons and Amended Complaint, AML has failed to answer or

otherwise respond. A Default Certificate has been entered by the Clerk of the Court. The matter is now ripe for decision and entry of judgment against AML.

Having duly considered the pleadings, evidence, and for good cause, the Court now issues the following findings of fact, conclusions of law, and enters its judgment and order.

FINDINGS OF FACT

The plaintiff Lord Abbey is a registered Utah limited liability company and maintains a physical presence within Utah County, Utah. The defendant Affordable Marketing Lists, LLC is a Virginia limited liability company with an address of 2915 Hunter Mill Road Unit 16, Oakton, Virginia 22124. This Court has personal and subject matter jurisdiction over the claims and personal jurisdiction concerning Lord Abbey and AML. Venue is proper pursuant to Utah Code Ann. § 78B-3-205 and Utah Code Ann. §§ 78B-3-304 & 78B-3-307.

Lord Abbey and AML entered into a Business Asset Purchase Agreement (“Agreement”) on or about January 17, 2020. Pursuant to the Agreement, the assets purchased by and transferred to Lord Abbey from AML by virtue of the parties executing the Agreement included the following (“Assets”):

- All Affiliates, Confidential Information, Copyrights, Know-How, Marks, Patents, and Trade Secrets, computer servers, databases, and Third Party accounts associated with ListShack.com and ListShackPro.com including, but not limited to:
 - Domains: Listshack.com and Listshackpro.com maintained at ExpertSRS.com (username: joshua.stacy@gmail.com)
 - The computer servers and hosting account and content on the servers at Atlantic Metro providing the services at ListShack.com and ListShackPro.com.
- All Marks associated with ListShack.com and ListShackPro.com including but not limited to:
 - Listshack.com mark and name

- Listshackpro.com mark and name

The parties understood the above Assets to include, but was not limited to the Stripe merchant accounts associated with the www.ListShack.com and www.ListShackPro.com domains. The Agreement included a “Bill of Sale” evidencing transfer of legal title and ownership to the Assets to Lord Abbey. The Bill of Sale was signed by the co-defendant, Joshua Stacy (“Stacy”) as AML’s CEO. The Agreement included an “Assignment Agreement” further transferring all legal rights and title to the Assets to Lord Abbey. The Assignment was also signed by Stacy as AML’s CEO.

Lord Abbey delivered a check to AML in the amount of \$3,500.00 on January 18, 2020 (“Check”) as required by the Agreement. Lord Abbey confirmed AML received the Check on January 24, 2020. AML refused to cash the Check citing that its bank refused to do so because AML’s corporate registration had lapsed. Lord Abbey offered to pay AML via alternative methods, which AML declined to accept. AML has since attempted to renegotiate the terms of the Agreement and refused to transfer the Assets to Lord Abbey contrary to the material terms to the Agreement. AML has since further interfered with Lord Abbey’s taking or maintaining possession of the Assets purchased pursuant to the Agreement, including, but not limited to, terminating Lord Abbey’s access to accounts relating to the Assets. Upon executing the Agreement, title and legal ownership to the Assets passed immediately to Lord Abbey.

The Agreement was formed and executed within Utah County, Utah. The Agreement was in part to be performed within Utah County, Utah. Lord Abbey mailed the payment due to AML under the Agreement within and from Utah County, Utah. The communications between Lord Abbey and AML concerning the Agreement took place from within Utah County, Utah, and

directed by AML to Lord Abbey within Utah County, Utah. Evidence and witnesses relating to the parties' dispute are located within Utah County, Utah. The events relating to AML and Lord Abbey forming a contract, performance, breach, and other unlawful conduct occurred within or were directed by AML towards Lord Abbey while within Utah County, Utah.

AML has since engaged in a hostile campaign and tactics to breach the Agreement, and deprive and interfere with Lord Abbey's use of its property consisting of the Assets. These tactics have included numerous profane filled, anti-religious, and threatening communications to third-parties such as Atlantic Metro, ExpertSRS, Stripe, and even co-workers and family members of Lord Abbey's owner for the purpose of destroying Lord Abbey's and its owners commercial relationships, reputation, and use and ownership to the Assets owned by Lord Abbey. AML, either directly or through its legal counsel, has since executing the Agreement published to third-parties numerous false allegations concerning Lord Abbey and its owner, including, but not limited to Lord Abbey and its owner have committed cybercrimes. AML, either directly or through its legal counsel, has since executing the Agreement sent hostile and threatening communications with false representations to family members of Lord Abbey's owner knowing such individuals had physical sensitives to such types of communications.

AML has operated in unity with its owner(s) by ignoring corporate formalities and its owner(s) committing outrageous and reprehensible conduct in the name of AML, including failing to maintain separate bank accounts between its owner(s) and AML, paying business debts with personal funds and vice versa, failing to adhere to other mandated corporate requirements, and committing outrageous and egregious acts by its owner(s) on behalf of AML and vice versa.

AML's foregoing unlawful actions are ongoing and active.

CONCLUSIONS OF LAW

Intentional Interference with Economic Relations

A claim for intentional interference with economic relations exists when a party intentionally interferes with another's existing or potential economic relations, does so for an improper purpose or with improper means, and causes injury to the other. AML was aware of Lord Abbey's economic relationships and intentionally interfered with these relationships for an improper purpose and using improper means. Lord Abbey has been damaged by AML's intentional interference with Lord Abbey's economic relations.

Breach of Contract

A claim for breach of contract exists when there was a contract between two parties, the non-breaching party performed its obligation, or was excused from performance, the opposing party breached the contract by not performing as required, and the non-breaching party was damaged by the breach. Lord Abbey and AML entered into the Agreement on or about January 17, 2020, in which AML agreed to sell Lord Abbey the Assets, *supra*. The Assets sold included, but not limited to 1) the www.ListShack.com and www.ListShackPro.com domains (collectively, the "Domains"), 2) server accounts and files relating to the Domains, and 3) intellectual property relating to the Domains. AML and its owner(s) have since refused to transfer the Domains or the Assets purchased pursuant to the Agreement to Lord Abbey as required. AML and Stacy have indicated their refusal to perform is knowing and intentional. Lord Abbey has at all times performed its obligations. AML by stating it intends and is willfully refusing to perform under the terms of the Agreement, has anticipatorily and actually breached the Agreement. Lord Abbey has been damaged by AML's breach.

Breach of the Implied Covenant of Good Faith & Fair Dealing

A claim for breach of the implied covenant of good faith and fair dealing exists when the parties to a contract constructively promise in all Utah contracts that they will not intentionally or purposely do anything to destroy or injure the other party's right to receive the fruits of the contract, and one of the parties breaches the foregoing implied covenant. AML breached the implied covenant of good faith and fair dealing, by, but not limited to, intentionally engaging in conduct for the purpose of destroying and injuring Lord Abbey's right to receive the fruits of the parties' Agreement. Lord Abbey has been damaged by AML's breach of the implied covenant of good faith and fair dealing.

Conversion

A claim for conversion/civil theft exists when a party willfully interferes with another's chattel or personal property, the interference is without lawful justification, and by which the party entitled thereto is deprived of its use and possession of the property. AML has and continues to willfully interfere with Lord Abbey's chattel or personal property without justification by, but not limited to, committing acts such as intentionally and falsely communicating to third-parties that certain chattel or personal property owned by Lord Abbey is the AML's for the purpose and with reason to know that such false communications will in fact and have in fact interfered with Lord Abbey's use, ownership, and possession of the property in question. The foregoing unlawful conduct is ongoing. Lord Abbey has been damaged by AML's conversion/civil theft.

Defamation/Libel/Slunder

A claim for defamation/libel/slander (“defamation”) exists upon the communication which impeaches party’s honesty, integrity, virtue, or reputation or publishes the party’s natural defects or exposes them to public hatred, contempt, or ridicule. AML has committed defamation by sending false statements and communications concerning Lord Abbey and its owner relative to their honesty, integrity, virtue, and reputation and that has further exposed them to public hatred, contempt, or ridicule. Lord Abbey has been damaged by AML’s defamation.

Commercial Disparagement

A claim for commercial disparagement exists upon the publication of a false statement that is done with the intent, or reasonable belief, that the statement will cause financial loss for the business, and there is in fact a financial loss for the business. AML has committed commercial disparagement by, but not limited to, causing numerous false and incendiary statements to be published concerning Lord Abbey and its owner to third parties such as Atlantic Metro, ExpertSRS, Stripe, etc. with the intent, or reasonable belief, that such false statements would cause Lord Abbey and its owner to incur financial losses, and in fact have caused financial losses for Lord Abbey and its owner. Lord Abbey has been damaged by AML’s commercial disparagement.

Alter Ego/Pierce the Corporate Veil

A claim for alter ego/piercing veil exists and corporate entity may be disregarded when there is a unity of interest and ownership such that the separate personalities of the corporation and the individual no longer exist, and the observance of the corporate form would sanction a fraud, promote injustice, or an inequitable result would follow. AML’s and its owner(s) have acted as the others alter ego piercing the corporate veil by, but not limited to, failing to observe

corporate formalities, commingling personal and corporate assets and expenses, and engaging in egregious and outrageous behavior by its owner(s) on behalf of AML and vice versa. Lord Abbey has been damaged by AML's corporate alter ego.

Declaratory Judgment

A legal dispute concerning the rights and obligations of the parties is the subject matter of this litigation. This Court may exercise its powers pursuant to Utah law by determining the dispute, as follows:

- a. The Agreement formed between Lord Abbey and AML is a valid contract;
- b. The Agreement was formed and executed within Utah County, Utah;
- c. The Agreement was in part to be performed in Utah County, Utah;
- d. The Agreement is subject to Utah law, or otherwise the enforcement or interpretation may be adjudicated by this Court;
- e. Lord Abbey has fully performed its obligations; and
- f. Lord Abbey by performing in full is entitled to specific performance and all other damages available under Utah law due to AML's breach;
- g. Irrespective of AML's breach, Lord Abbey is the legal owner of the Assets, including, but not limited to, all third-party accounts associated with the Assets, including Atlantic Metro, ExpertSRS, Stripe, Facebook, etc.; and
- h. Lord Abbey has been damaged by AML's conduct described herein.

JUDGMENT AND ORDER

It is HEREBY ORDERED that the plaintiff Lord Abbey, LLC be awarded, and judgment is entered against the defendant Affordable Marketing Lists, LLC, a Virginia limited liability company, as follows:

- a. Judgment is entered against Affordable Marketing Lists, LLC, a Virginia limited liability company and it is ordered that specific performance of the Agreement be performed, including immediate transfer of the Assets to Lord Abbey;
- b. Judgment is entered against Affordable Marketing Lists, LLC, a Virginia limited liability company, for principal damages, general damages, consequential damages, and expectation damages in an amount of \$50,000;
- c. Judgment is entered against Affordable Marketing Lists, LLC, a Virginia limited liability company, for attorney fees and costs incurred by Lord Abbey for this action in the amount of \$10,000;
- d. Judgment is entered against Affordable Marketing Lists, LLC, a Virginia limited liability company, and a writ of replevin, or similar order or writ, shall be granted compelling the transfer of 1) the www.ListShack.com, www.ListShackpro.com, and www.DownloadSalesLeads.com domains, 2) Assets, servers, accounts, and files relating to the foregoing domains, and 3) intellectual property marks relating to the foregoing domains to Lord Abbey's possession;
- e. Judgment is entered against Affordable Marketing Lists, LLC, a Virginia limited liability company, and a preliminary injunction against AML, directly or through its agents, shall be granted enjoining it from threatening or continuing the unlawful actions described herein;

- f. Judgment is entered against Affordable Marketing Lists, LLC, a Virginia limited liability company, and permanent injunction is granted against AML, directly or through its agents, enjoining it permanently from committing the unlawful actions described herein;
- g. Judgment is entered against Affordable Marketing Lists, LLC, a Virginia limited liability company, for exemplary damages in an amount to be determined at trial, or subsequently requested hereafter by Lord Abbey;
- h. Judgment is entered against Affordable Marketing Lists, LLC, a Virginia limited liability company, for pre-judgment interest as permitted pursuant to Utah Code 15-1-1(2) or at the applicable contract rate;
- i. Judgment is entered against Affordable Marketing Lists, LLC, a Virginia limited liability company, for post-judgment interest as statutorily permitted pursuant to Utah law.

It is FURTHER ORDERED that interest shall accrue on this Judgment at the applicable statutory rate until paid in full. This Judgment may be augmented in the amount of reasonable costs, contractual interest, and attorney fees pursuant to Rule 73 of the Utah Rules of Civil Procedure.

DATED, SIGNED, and ENTERED BY THE COURT, as shown at the top of this Order pursuant to Rule 10(e) of the Utah Rules of Civil Procedure.

* * * END OF ORDER * * *