



KURT W. LAIRD (13783)
ANDERSON | HINKINS
881 Baxter Drive
South Jordan, UT 84095
Tel: 801-930-0290
Fax: 888-381-9657
kurt@andersonhinkins.com
Counsel for Plaintiff

IN THE FOURTH JUDICIAL DISTRICT COURT
UTAH COUNTY, STATE OF UTAH

AH4R MANAGEMENT – UT, LLC,
Plaintiff,

v.

NICCOLE MCNEFF and WAYNE SENN,
Defendants.

DEFAULT JUDGMENT

Case No. 260401920

Judge Kasey L Wright

The Court entered Defendants’ default on May 18, 2026. Based on the pleadings and other documents submitted in this case, this Court enters judgment for Plaintiff and against Defendants on all of Plaintiff’s claims as follows:

A. The Lease and any contracts between Plaintiff and Defendants concerning the real property located at 1265 E Loafer View Drive Payson, UT 84651 (“the Property”) are hereby forfeited, but Defendants are not released from any obligation for payments owed to Plaintiff for the remainder of the Lease’s term.

B. Plaintiff is granted a judgment for any damages allowed under law. Specifically, as of today’s date, Plaintiff is granted a judgment against Defendants for:

- i. \$1,157.50 in rents for April 2026 (\$2,315.00 per month pro-rated through April 15, 2026).

- ii. \$1,359.34 for other amounts owed under the Lease.
- iii. \$7,534.89 as treble damages for unlawful detainer. Defendants have been in unlawful detainer of the Property since the expiration of the Eviction Notice on April 15, 2026, with the daily treble damage amount at \$228.33 per day for 33 days.
- iv. \$350.00 for attorney fees.
- v. \$375.00 for costs.
- vi. \$75.00 for service fees.
- vii. A judgment for costs of collection, including attorney fees.

C. Plaintiff is awarded a judgment for any future lost rent owed under the Lease and/or waste committed against the Property, which (if sought in default) will be established by Plaintiff's affidavit of damages and then trebled under Utah Code Ann § 78B-6-811.

D. The refundable portion of the security deposit paid by Defendants (if any) shall be held by Plaintiff and applied to any waste/damages or other amounts owed under the lease pending a move-out inspection after Defendants have vacated the Property.

E. Plaintiff is granted interest on the total of the foregoing judgment from its date at the statutory rate or at the contractual rate, whichever is greater.

{The Court's signature and seal appear at the top of the first page.}