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Attorneys for Plaintiff Brixton Provo Mall, LLC

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

BRIXTON PROVO MALL, LLC, a
Delaware limited liability company,

Plaintiff,

vs.

SPUDS, LLC, a Utah limited liability
company; CLARK'S MALASADAS LLC, a
Utah limited liability company; GOOD
GRINDZ, LLC, a Utah limited liability
company; GARY ANDREW KINROSS, an
individual; and ODILLE MYERS, also
known as ODILLE KINROSS, an individual;

Defendants.

AND RELATED COUNTERCLAIMS AND
CROSS-CLAIMS.

JUDGMENT

Civil No. 230400250

Judge Anthony Howell

Tier 2

This matter came before the Court on Plaintiff Brixton Provo Mall, LLC's Motion for Summary Judgment (the "Motion") regarding its four claims for relief in the Complaint against Defendants Spuds, LLC ("Spuds"), Clark's Malasadas LLC ("Malasadas"), Good Grindz, LLC

(“Good Grindz”), Gary Andrew Kinross (“Kinross”), and Odille Myers also known as Odille Kinross (“Myers”). (See Dkt. No. 37.) Defendants Spuds, Malasadas, Kinross, and Myers (the “Kinross Defendants”) filed their Opposition to the Plaintiff’s Motion for Summary Judgment. (Dkt. No. 39.) Defendant Good Grindz did not file an opposition. Plaintiff filed its Reply Memorandum in Support of Plaintiff’s Motion for Summary Judgment. (Dkt. No. 44.)

The Court heard oral argument on the Motion on October 2, 2025, at 9:30 a.m. After hearing the arguments of counsel, the Court issued its Ruling and Order on Plaintiff’s Motion for Summary Judgment (the “Ruling and Order”), whereby the Court GRANTED the Plaintiff’s Motion. (Dkt. No. 55.) Subsequently, the Court entered its Findings of Facts and Conclusions of Law for this matter. (Dkt. No. 71.)

As Defendant Good Grindz failed to appear at the October 2, 2025 hearing or respond to the Notice to Appear or Appoint Counsel, served on May 27, 2025, (Dkt. No. 32), the Court entered its default, including as to the Kinross Defendants’ Cross-claim against Good Grindz for indemnification. (See Dkt. No. 24.)

On May 11, 2026, the Court held a Rule 16 pretrial conference to discuss the status of the matter, including any remaining claims and defenses. The Plaintiff and Kinross Defendants appeared through counsel. As discussed on the record at the May 11, 2026 pretrial conference, given the Court’s Ruling and Order on the Plaintiff’s Motion and the related Findings of Fact and Conclusions of Law, the Plaintiff and the Kinross Defendants, through counsel, filed a Stipulated Motion to 1) Vacate Trial, 2) Dismiss Counterclaims with Prejudice, and 3) Enter Judgment. (Dkt. No. 73.) Consistent therewith, the Court entered its Order Granting Stipulated Motion to 1) Vacate Trial, 2) Dismiss Counterclaims with Prejudice, and 3) Enter Judgment (the “May 11,

2026 Order”), whereby the Court vacated the trial, dismissed with prejudice the Kinross Defendants’ counterclaims against the Plaintiff, and provided for the submission of judgment for this matter.

Therefore, based upon the Court’s Ruling and Order, Findings of Fact and Conclusions of Law, May 11, 2026 Order, and the prior default of Good Grindz for failing to appear, and having found good cause appearing therefor, under Rule 54, Utah R. Civ. P. THE COURT HEREBY ORDERS, ADJUDICATES, AND DECREES as follows:

1. Plaintiff Brixton Provo Mall, LLC is hereby awarded judgment in its favor, and against Defendants Spuds, LLC, Clark’s Malasadas LLC, Good Grindz, LLC, Gary Andrew Kinross, and Odille Myers also known as Odille Kinross, jointly and severally, in the principal amount of \$69,798.75, plus \$22,913.58 in interest through September 8, 2025, plus \$5,607.45 in interest from September 9, 2025 through May 22, 2026, plus \$3,489.94 in late fees, for a total judgment of \$101,809.72. (Dkt. No. 71, Findings of Fact and Conclusions of Law, ¶ 49.)

2. For post-judgment interest, under Utah Code § 15-1-4(2)(a), this judgment in favor of the Plaintiff and against the Defendants, jointly and severally, shall bear interest at the rate of eleven and half percent (11.5%) per annum. (*Id.* at ¶ 32.)

3. Defendants Spuds, LLC, Clark’s Malasadas LLC, Gary Andrew Kinross, and Odille Myers also known as Odille Kinross are hereby awarded judgment in their favor, and against Defendant Good Grindz, LLC, on their claim for indemnification. The Kinross Defendants may seek reimbursement from Good Grindz for any amounts that they owe to the Plaintiff in connection with this judgment.

4. Upon entry of this Judgment, the prevailing party(ies) may file a motion for attorneys' fees under Rule 73, as well as a verified memorandum of costs under Rule 54, Utah R. Civ. P., to augment this judgment. Otherwise, the judgment shall be final as entered.

THE COURT'S SIGNATURE APPEARS AT THE TOP OF THE FIRST PAGE

-----**END OF ORDER**-----

Approved as to form:

WHITING BUSINESS AND REAL ESTATE LAW

By: /s/ Stephen W. Whiting (signed with permission)
Stephen W. Whiting
Attorneys for Defendants Spuds, LLC,
Clark's Malasadas LLC, Gary Andrew Kinross,
and Odille Myers also known as Odille Kinross

CERTIFICATE OF SERVICE

I hereby certify that on this 29th day of May, 2026 a true and correct copy of the foregoing **JUDGMENT** to be served on the following by the method indicated:

Stephen W. Whiting	() U.S. Mail, Postage Prepaid
WHITING BUSINESS AND REAL ESTATE LAW	() Hand Delivered
3651 North 100 East, Suite 300	() Overnight Mail
Provo, Utah 84604	() Facsimile
sww@Businessandrealstatelaw.com	(X) E-mail/E-filer

/s/ Gregory S. Moesinger