

The Order of the Court is stated below:

Dated: June 23, 2026
06:51:28 AM

/s/ KASEY L WRIGHT
District Court Judge



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

KIRK HORTON,

Plaintiff,

vs.

GOETTA BENSON,
COLTER REMKES, HADLEY REMKES,
RILIE LEWIS, AND JOHN DOES A-D,
Defendant.

DEFAULT JUDGMENT

Civil No. 260400932

Judge Kasey L Wright

This matter comes for default judgment pursuant to a Complaint (Breach of Contract) filed by the Plaintiff, through counsel on March 9, 2026. Goetta Benson was duly served with a SUMMONS and COMPLAINT and BILINGUAL NOTICE on March 12, 2026. The proof of service has been filed with the court. The time to file an answer has passed, and the Defendant has not answered or otherwise appeared. A certificate of default was signed and entered by the court on April 21, 2026. Based upon Plaintiff's Complaint, Defendant's default, and good cause appearing therefor:

IT IS HEREBY ORDERED, ADJUDGED, and DECREED:

1. Plaintiff is an individual who owns real property in Utah County, Utah.
2. Defendant GOETTA BENSON is a resident of Utah County, Utah.

3. The location of the real property which is the subject of this action is 843 South 1000 West, Payson, Utah, 84651("Premises").

4. Defendant Goetta Benson paid to Plaintiff a deposit of \$2,100. She represented to Plaintiff that she would pay \$2,100.00 per month rent for the subject premises together with the other amounts outlined in the lease. *See Main Apartments - Lease Agreement paragraph 2.*

5. Defendant GOETTA BENSON failed to pay as follows:

- a) *Pay \$2,100 due for **December rent***
- b) *Pay \$1,400 for December late fees for December arrearage*
\$1,400 for January late fees for December arrearage
\$1,400 for February late fees for December arrearage
\$ 1,400 for March late fees for December arrearage
\$ 1,400 for April late fees for December arrearage
\$ 1,400 for May late fees for December arrearage
\$ 650 for June late fees for December arrearage to date
Increasing at the rate of \$50 per day beginning on the June 9,2026
- c) *Pay \$2,100 due for **January rent***
- d) *Pay \$1,400 for January late fees for January arrearage*
\$1,400 for February late fees for January arrearage
\$ 1,400 for March late fees for January arrearage
\$ 1,400 for April late fees for January arrearage
\$ 1,400 for May late fees for January arrearage
\$ 650 for June late fees for January arrearage

Increasing at the rate of \$50 per day beginning on June 9, 2026

e) *Pay \$2,100 due for **February rent***

f) *Pay \$1,400 for February late fees for February arrearage*

\$1,400 for March late fees for February arrearage

\$1,400 for April late fees for February arrearage

\$1,400 for May late fees for February arrearage

\$ 650 for June late fees for February arrearage

Increasing at the rate of \$50 per day beginning on the 3rd day of the initial month and accruing daily thereafter.

g) ***Plaintiff re-rented the subject premises on March 1, 2026.***

e) *Pay \$1,000 attorney fees to begin this action*

f) *Pay a court filing fee of at least \$200*

g) *Pay a service of process fee of at least \$40*

Total \$30,490 to June 16, 2026

together with such additional charges and fees as may be contractually and legally permitted.

6. Defendant was not served a 5-day Notice to Pay and/or Quit the premises because she quit the premises on or before January 27, 2026.

7. Pursuant to the lease agreement, Defendant is required to pay the costs and attorney fees incurred in enforcing the lease agreement. *See Main Apartments - Lease Agreement paragraph 8.* (filing fee, attorney fee of 1,000 to date, and service fee thereafter.)

8. Plaintiff mitigated his loss by re-renting the subject premises on March 1, 2026.

9. Plaintiff has been required to retain an attorney and has incurred costs and fees as

a result for which he is entitled to reimbursement pursuant to statute.

10. Plaintiff is awarded judgment against Defendant Goetta Benson in the amount of \$30,490 together with such additional interest, costs, attorney fees and service fees as may be established.

11. Plaintiff may apply ex parte for augmentation of the judgment to include damages which may be discovered by Plaintiff upon re-entry of the Premises.

SIGNED AND SEALED BY THE COURT ON THE DATE FIRST INDICATED ABOVE