



Nate D. Ashcraft (9497)
HANSEN BLACK ANDERSON ASHCRAFT
3051 West Maple Loop Drive, Suite 325
Lehi, Utah 84048
Telephone: (801) 922-5004
Email: nashcraft@hbaa.law

Attorneys for Plaintiff

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

BERSHON PROVO, LLC, a Utah limited
liability company,

Plaintiff,

v.

MOOYAH PROVO, LLC, a Utah limited
liability company; MOOCO PROVO, LLC, a
Utah limited liability company, DBA
MOOYAH RESTAURANT; MENAFEX,
LLC, a Wyoming limited liability company;
ARTHUR JOSEPH DEPOLE, an individual;
NICHOLAS JOHN DEPOLE, an individual;
PRIMARY RETAIL CONCEPTS, LLC, a
New York limited liability company; and
DONALD TIM GETTY, an individual,

Defendants.

DEFAULT JUDGMENT

Case No. 260400539

Judge: Honorable Thomas Low

Tier 2 Discovery

Defendants Mooyah Provo, LLC, Nicholas John Depole, Arthur Joseph Depole, and
Mooco Provo, LLC d/b/a Mooyah Restaurant (collectively "Defendants"), having been regularly
served with process and having failed to appear and answer Plaintiff's Verified Complaint filed

herein, the time allowed by law for answering having expired, the default of said Defendants having been duly entered according to law, now upon application of the Plaintiff to the above-entitled Court, Judgment is hereby entered against Defendants Mooyah Provo, LLC, Nicholas John Depole, Arthur Joseph Depole, and Mooco Provo, LLC d/b/a Mooyah Restaurant, jointly and severally, pursuant to the Prayer(s) for Relief in Plaintiff's Verified Complaint.

WHEREFORE, by virtue of the law, and by reasons of the premises aforesaid, it is hereby ORDERED, ADJUDGED, AND DECREED as follows:

1. Bershon Provo, LLC is awarded Judgment against Defendants Mooyah Provo, LLC, Nicholas John Depole, Arthur Joseph Depole, and Mooco Provo, LLC d/b/a Mooyah Restaurant, jointly and severally, in the amount of **\$274,983.98**, representing the following damages:
 - a. Damages in the amount of \$239,326.77 through October 1, 2025;
 - b. Attorneys' fees and court costs in the amount of \$17,719.31¹ (pursuant to Sections 4.3, 22.2 and 25.16 of the Lease, and Section 6 of the Guaranty) through September 8, 2026;
 - c. Interest pursuant Section 4.3 of the Lease at the contract rate of 8% in the amount of \$17,937.90² from October 1, 2025 through September 8, 2026;
 - d. Post-judgment interest to accrue on the judgment amount of **\$274,983.98** at the contract rate of 8% per annum (pursuant to section 4.3 of the Lease) from the date of the entry of Judgment until this Judgment is paid in full.

¹ A Declaration of Attorney's Fees and Costs is on file with the Court.

² This interest calculation is included in the Declaration of Attorney's Fees and Costs on file with the Court.

IT IS FURTHER ORDERED that this Judgment may be augmented by the amount of reasonable costs and attorneys' fees incurred in collecting this Judgment, by execution or otherwise, as shall be established by affidavit.

**ENTERED BY THE COURT EFFECTIVE AS OF THE DATE THE COURT'S
STAMP IS AFFIXED TO THE FIRST PAGE OF THIS DOCUMENT.**