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

KM VENTURE PROPERTIES LLC, a Utah
limited liability company,

Plaintiff,

-vs-

JENNY WRIGHT, aka JENNY KAY DAVIS,
and all other occupants of 330 N 390 E,
Delta, UT 84624, and JOHN DOES 1-5,

Defendant(s).

DEFAULT JUDGMENT

Case No. 260700032

Judge: Hon. Shawn R Howell |

Based upon the pleadings and papers on file herein, including the entry of Defendant's default, the Declaration of Phil Diaz in Support of Default Judgment, and for good cause appearing, the Court FINDS:

1. Plaintiff, KM Venture Properties LLC, is a Utah limited liability company and the owner/landlord of the premises located at 330 N 390 E, Delta, Utah 84624 (the "Premises"), Millard County, Utah.
2. Jurisdiction is proper under Utah Code Ann. § 78A-5-102, and venue is proper under Utah Code Ann. § 78B-3-307, as the Premises are located in Millard County, Utah.

3. Plaintiff and Defendant, Jenny Wright, entered into a written Lease Agreement for the Premises for a term beginning October 3, 2025 and ending December 31, 2026, at a monthly rent of \$1,000.00, due on the first day of each month.
4. Defendant failed to pay rent due August 1, 2026.
5. On August 19, 2026, Plaintiff caused a Three-Day Notice to Pay Rent or Vacate Premises to be served on Defendant, pursuant to Utah Code Ann. § 78B-6-802(1)(b), demanding payment of \$1,825.00 in rent, late fees, and attorney's fees, or, in the alternative, that Defendant vacate the Premises.
6. Defendant failed to pay the amount demanded and failed to vacate the Premises within the notice period, and is guilty of unlawful detainer under Utah Code Ann. § 78B-6-802.
7. Defendant was personally served with the Summons and Complaint in this action on September 3, 2026, and failed to file a timely answer — the three-business-day period having expired September 9, 2026 — or otherwise appear. The default of Defendant was entered by the Clerk pursuant to Rule 55(a) of the Utah Rules of Civil Procedure.
8. Defendant has remained in possession of the Premises without Plaintiff's consent since the expiration of the Notice.
9. Plaintiff's damages, as itemized in the Declaration of Phil Diaz, are as set forth below.

WHEREFORE, THE COURT HEREBY DECLARES AND ORDERS:

1. Judgment is entered in favor of Plaintiff, KM Venture Properties LLC, and against Defendant, Jenny Wright, aka Jenny Kay Davis, on Plaintiff's First Claim for Relief (Breach of Contract) and Second Claim for Relief (Unlawful Detainer).
2. The Lease Agreement between Plaintiff and Defendant is terminated and forfeited as of the date of this Judgment.
3. Possession of the Premises is restored to Plaintiff, and an Order of Restitution shall issue pursuant to Utah Code Ann. § 78B-6-812.
4. Plaintiff is awarded damages against Defendant as follows:
 - a. Rent and late fees (breach of contract)
\$1,325.00
 - b. Treble damages for unlawful detainer (September 2026 rent, trebled per Utah Code Ann. § 78B-6-811(3)) .. **\$3,000.00**
 - c. Attorney's fees (Lease § 15; Utah Code Ann. § 78B-6-811(5) (a)) .. **\$1,532.50**
 - d. Costs of court (filing fee) **\$375.00**

TOTAL JUDGMENT: \$6,232.50
5. Plaintiff's right is reserved to petition the Court for additional damages for waste or damage to the Premises, beyond ordinary wear and tear, discovered upon Plaintiff regaining possession.

DATED this ____ day of _____, 20____.

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

