

The Order of the Court is stated below:

Dated: June 03, 2026
11:21:16 AM

/s/ RONALD G. RUSSELL
District Court Judge



Hyrum J. Bosserman (16404)
Noah M. Shepardson (20373)
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Attorneys for Plaintiff

IN THE SECOND JUDICIAL DISTRICT COURT OF DAVIS COUNTY

STATE OF UTAH

DAVID ELLIS, an individual,

Plaintiff,

vs.

BRAXTON BERGMAN, an individual; and
BERGMAN EMPIRE, LLC dba BERGIES
LANDSCAPE, L.L.C.,

Defendants.

DEFAULT JUDGMENT

Case No: 260700428

Judge Ronald Russel

In this action, Defendants Braxton Bergman ("**Bergman**") and Bergman Empire, LLC dba Bergies Landscape, L.L.C ("**Bergies**," and, together with Bergman, "**Defendants**"), having been served with process, having failed to appear and answer Plaintiff David Ellis's ("**Plaintiff**") Complaint filed herein, and the time allowed by law for answering having expired, the default of Defendants having been duly entered according to law, now upon application of Plaintiff to the above-entitled Court, Judgment is hereby entered against Defendants, pursuant to the Prayer for Relief in Plaintiff's Complaint.

WHEREFORE, it is hereby **ORDERED, ADJUDGED, AND DECREED** that Plaintiff is awarded Judgment against Defendants as follows:

1. A monetary award of **\$120,648.95**, which is the sum of the following amounts:
 - a. \$93,813.71, representing the principal judgment amount;
 - b. \$18,762.74, representing pre-judgment interest at the rate of 10% per annum pursuant to Utah Code §15-1-1(2) from June 1, 2024 to June 1, 2026;
 - c. \$7,537.50, representing attorneys' fees incurred in prosecuting this action under the Utah Truth in Advertising Act (the "**UTIAA**") pursuant to Utah Code § 13-11a-4(1)(c)(ii); and
 - d. \$535 in costs incurred in prosecuting this action under the UTIAA pursuant to Utah Code § 13-11a-4(1)(c)(i).
2. Post-judgment interest to accrue at the rate of 10% per annum pursuant to Utah Code section 15-1-1(2).
3. Injunctive relief against Defendants due to their violation of Utah Code § 13-11a-3(1)(t) as follows:
 - a. Defendants are hereby enjoined from further violating the UTIAA; and
 - b. Defendants are hereby required to promulgate corrective advertising on their website and Facebook page for the same period of time that the images of Ellis's Pool and Property have been displayed on Defendants' website and Facebook page pursuant to Utah Code § 13-11a-4(2);
4. Declaratory relief against Defendants as follows:
 - a. Bergman and Bergies have failed to observe corporate formalities between them, including, but not limited to, by failing to hold regular meetings, failing to maintain accurate,

individualized corporate records, failing to adequately segregate funds, and failing to remain in compliance with Utah state reporting, registration, and renewal requirements;

b. Bergies operates as a mere shell or pass-through entity for Bergman's own personal benefit; and

c. Bergman and Bergies are jointly and severally liable for the satisfaction of this Judgment.

IT IS FURTHER ORDERED THAT THE AMOUNT OF THIS JUDGMENT MAY BE AUGMENTED BY THE AMOUNT OF ATTORNEYS' FEES AND COSTS INCURRED TO ENFORCE THIS JUDGMENT UNTIL THE JUDGMENT IS SATISFIED IN FULL.

HEREBY ENTERED BY THE COURT

EFFECTIVE ON THE DATE WHEN THE COURT STAMP IS AFFIXED
TO THE FIRST PAGE OF THIS DOCUMENT