



DAVID R. GARDNER (USB 14974)
JEREMY M. SHORTS (USB 10983)
Law Offices of Jeremy M. Shorts, LLC
P.O. Box 971233, Orem, Utah 84097
Telephone: 801-610-9879
E-Mail: info@utahevictionlaw.com
Attorneys for Plaintiffs

IN THE SECOND JUDICIAL DISTRICT IN AND FOR DAVIS COUNTY, STATE OF UTAH, FARMINGTON DEPARTMENT	
KATHRIN KILPATRICK, Plaintiffs, vs. ROBERT DE LA PENA, Defendants.	DEFAULT JUDGMENT AND ORDER Civil No. 260701147 EV Judge Michael D. DiReda

IT IS ORDERED that, pursuant to a default certificate entered by the court, Plaintiffs are granted a judgment and order against Defendant Robert De La Pena (hereinafter "Defendants") in the amount of \$3,142.05, which consists of:

1. \$2,012.05 for treble damages pursuant to Utah Code Ann. § 78B-6-811 (2)(d) and (3)).

This amount was calculated by fair market monthly rent of \$600.00 x 12 / 365 x 3 x 34 days) for the days beginning August 20, 2026 (the day after the eviction notice expired) until September 22, 2026.

2. \$975.00 in Attorney fees as prayed for in the Complaint and stated by declaration (pursuant to written contract or Utah Code Ann. § 78B-6-811).
3. \$105.00, as prayed for in the Complaint, in filing fees to this court.
4. \$50.00, as prayed for in the Complaint, in service fees.

IT IS FURTHER ORDERED that any security deposit paid by Defendants shall be held by Plaintiffs pending a move-out inspection after Defendants have vacated the Property. The security deposit shall first be applied to any waste/damages committed against the property or

other charges allowed by the Lease Agreement. The balance of the security deposit, if any, shall be applied to this Judgment. Any remaining amount, if any, shall be returned to Defendants.

IT IS FURTHER ORDERED, the total judgment shall incur interest at the rate of 5.51% per annum from the date of judgment until paid plus after-accruing costs. Plaintiff may request post-judgment costs by filing an affidavit or declaration and seeking a subsequent court order.

IT IS ALSO ORDERED, pursuant to the relief prayed for in the Complaint as well as Utah Code Ann. § 78B-6-811(1)(c), that this court declares the forfeiture of the Lease Agreement as well as any contracts between Plaintiffs and Defendants. Defendants are not released from any obligation for payments owed to Plaintiffs for the remainder of the Lease's term.

-----**END OF ORDER – SIGNATURE AT TOP**-----