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*Attorney for Plaintiff and Third-Party*

*Defendant David Brach*

**IN THE THIRD JUDICIAL DISTRICT COURT IN AND FOR  
SALT LAKE COUNTY, STATE OF UTAH**

DAVE BRACH, an individual,

Plaintiff,

vs.

TOM DAVIDSON, an individual,

Defendant.

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TOM DAVIDSON, an individual,

Third-party plaintiff,

vs.

BRACH DESIGN, LLC, a Utah limited liability  
company,

Defendant.

**JUDGMENT**

Civil No. 23-0907641

Honorable Matthew Bates

**(Tier 1)**

**(Jury Trial Requested)**

Pursuant to U. R. Civ. P. 58A, this Court enters the following judgment on behalf of plaintiff David Brach and third-party defendant Brach Design, LLC (“Brach”) and against defendant and counterclaim plaintiff Tom Davidson (“Davidson”).

1. This Court convened a final pretrial conference on April 14, 2026 in anticipation of a trial set for May 5 and 6, 2026. Notice was duly sent to the parties.

2. Brach appeared at the hearing with counsel. However, Davidson did not appear. This Court then set April 20, 2026 as a second final pretrial conference. The Court provided notice of the hearing to all parties and in particular a notice that failure to attend the hearing would result in the striking of that party’s pleadings and the entry of judgment against it.

3. On April 20, 2026, the Court convened a final pretrial conference. Brach and his counsel were in attendance. Davidson did not attend. This Court then struck Davidson’s pleadings and entered a default judgment against Davidson.

4. The contract between Brach and Davidson provides for the award of attorney’s fees to the prevailing party on any action to collect for failure to pay under the contract. The Court finds that Brach is the prevailing party in this action. Accordingly, this Court awards Brach all reasonable attorney fees as set forth herein.

5. In accordance with that Ruling and the Affidavit of Costs and Attorney’s Fees, this Court enters judgment for Brach and against Davidson. The Court awards damages as follows:

Damages:	\$2,030.00
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Attorney fees:	\$16,650.00
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Judgment

Prejudgment Interest: \$200.00

Costs: \$1,340.94

Total Judgment: \$20,220.94

6. This judgment may be augmented under U. R. Civ. P. 73 for any costs or attorney's fees that may be necessitated in the defense or satisfaction of this Judgment. No separate judgment is required for any such award.

IT IS SO ORDERED.

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END OF ORDER

In accordance with U. R. Civ. P. 10(e) and the Utah State District Court's E-filing Standard No. 4, this Order does not bear the handwritten signature of the Court, but instead displays an electronic signature at the top of the first page of the Order.

Judgment

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on the 23<sup>rd</sup> day of April, 2026, a true and correct copy of the **JUDGMENT** served upon the person(s) named below, by electronically filing a true and correct copy of said document with the Clerk of the Court, using the CM/ECF system, which sent notification to:

**via U.S. Mail and Email to:**

**Tom Davidson**  
14 SOUTH 180 WEST  
LINDON, UT 84042  
Tom@tomdavidson.org

By           /s/ Sean N .Egan          

Judgment

Judgment