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

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ROBERT W. SPEIRS PLUMBING, INC., a  
Utah corporation;

Plaintiff,  
vs.

OPEN RANGE DBL, LLC, a Utah limited  
liability company;

Defendant.

**DEFAULT JUDGEMENT**

Civil No. 260900787  
Judge Stephen Nelson

THIS MATTER comes before the Court pursuant to the Motion for Default Judgment filed by Plaintiff Robert W. Speirs Plumbing, Inc. ("RWSP"). Having reviewed the Complaint and the Unsworn Declaration of Jared Taylor submitted in this matter, as well as the Declaration of Costs and Attorney Fees, being fully advised of the premises, and good cause appearing therefor, the Court hereby enters the following FINDINGS OF FACT, CONCLUSIONS OF LAW, and JUDGMENT:

**FINDINGS OF FACT**

1. Defendant Open Range DBL, LLC ("Open Range") and RWSP entered into an agreement

(the “Contract”) whereby RWSP agreed to provide labor, materials, equipment, services, tools, and supervision necessary to construct the pre-rough plumbing and rough plumbing (the “Plumbing Work”) for the remodel of certain real property located at 1585 East Monaco Avenue, Murray, Utah, 84121 that is more particularly described as follows:

**LOT 505 FONTAINE BLEU NO 5 SUB 6110-0460 8320-4086 10017-1340.**

Parcel No. 22-16-328-007-0000 (the “Bonell Property”).

2. The Plumbing Work is more particularly described in RWSP Invoice No. I2509-1393 (the “Invoice”) dated September 30, 2025.
3. RWSP began performing the Plumbing Work for the improvement of the Bonell Property on or about June 25, 2025 and completed the Plumbing Work for the improvement of the Bonell Property on or about July 22, 2025.
4. RWSP fully performed its contractual obligations under the Contract by performing the Plumbing Work for the improvement of the Bonell Property in a professional, workmanlike manner without delay or defect.
5. The value of the Plumbing Work performed by RWSP for the improvement of the Bonell Property is \$18,307.51.
6. Open Range failed to pay for the Plumbing Work performed by RWSP for the improvement of the Bonell Property pursuant to the Contract and any amendments to the Contract.
7. The principal amount that remains due and owing to RWSP for the Plumbing Work performed by RWSP for the improvement of the Bonell Property is \$18,307.51.
8. On or about December 11, 2025, the Division of Professional Licensing of the Utah

Department of Commerce issued a Certificate of Compliance to the owners of the Bonell Property, Brian and Leisl Bonell (the “Bonells”), establishing that Open Range was paid in full for all of the construction work performed by Open Range for the improvement of the Bonell Property, including but not limited to the Plumbing Work performed by RWSP for the improvement of the Bonell Property.

9. Open Range failed to pay RWSP for the Plumbing Work furnished by RWSP for use in the construction performed on the Bonell Property within thirty (30) consecutive days after receiving the applicable construction funds from the Bonells.

10. Through June 16, 2026, interest at the rate of one percent (1%) per month has accrued in the amount of \$1,558.90 and continues to accrue at the rate of \$6.02 per day.

11. RWSP has incurred costs in the amount of \$462.00 in connection with the above-captioned matter, which has comprised of: (a) \$375.00 to file the Complaint that initiated the above-captioned matter; and (b) \$87.00 to serve the Complaint and a summons upon Open Range.

12. RWSP has incurred attorney fees in connection with the above-captioned matter in the amount of \$3,964.00.

#### **CONCLUSIONS OF LAW**

1. The Contract is an enforceable contract between Open Range and RWSP.

2. RWSP performed its contractual obligations under the Contract.

3. Open Range breached the Contract by failing to pay RWSP for the Plumbing Work performed for the improvement of the Bonell Property.

4. RWSP has been damaged by Open Range’s failure to perform its contractual obligations in the principal amount of \$18,307.51.

5. RWSP is entitled to recover pre-and post-judgment interest from Open Range at the rate of one percent (1%) per month on the outstanding balance due and owing pursuant to Utah Code § 58-55-603(2).

6. RWSP is also entitled to recover its reasonable costs of collection and attorneys' fees from Open Range pursuant to Utah Code § 58-55-603(2).

### **JUDGMENT**

1. Judgment is entered in favor of RWSP against Open Range as follows:

|                                            |              |
|--------------------------------------------|--------------|
| Principal:                                 | \$ 18,307.51 |
| Pre-Judgment Interest (through 6/16/2026): | \$ 1,558.90  |
| Pre-Judgment Attorney Fees:                | \$ 3,964.00  |
| Pre-Judgment Costs:                        | \$ 462.00    |
| Total Judgment                             | \$24,292.41  |

2. RWSP is entitled to recover post-judgement interest at the rate of one percent (1%) per month until the principal amount of the judgement is paid in full.

3. RWSP is also entitled to recover post-judgement costs and attorneys' fees incurred to collect the full amount of the judgement.

**\*\*\* END OF ORDER \*\*\***

**In accordance with Utah R. Civ. P. 10(e) and Utah State District Courts 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 this Order.**