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

108 BRANDS, INC., a foreign corporation,

Plaintiff,

v.

ALEX DAYTON, an individual; and
DAYTON FINANCIAL, LLC, a Wyoming
limited liability company

Defendants.

SUPPLEMENTAL JUDGMENT

Case No. 260900443

Judge: Charles A. Stormont

The Court, having considered Plaintiff 108 Brands, Inc.'s ("108 Brands") Motion for Default Judgment against Defendants Alex Dayton and Dayton Financial, LLC (collectively "Defendants") and supporting Declaration of Darren Hutchison and Mike Storm, and good cause appearing, hereby **GRANTS** the Motion and **ORDERS** as follows:

1. Default judgment is entered in favor of 108 Brands and jointly and

severally against Alex Dayton and Dayton Financial, LLC.

2. 108 Brands is awarded actual damages jointly and severally against Alex Dayton and Dayton Financial in the amount of \$152,200.00.

3. 108 Brands is awarded its reasonable attorney's fees and costs incurred in this action, jointly and severally against Alex Dayton and Dayton Financial, LLC, in the amount of \$5,317.84~~6,412.84~~.¹

4. 108 Brands is awarded pre-judgment interest at the statutory rate under Utah Code Ann. § 15-1-1, and post-judgment interest at the statutory rate under Utah Code Ann. § 15-1-4, on the amounts awarded in paragraphs 2 and 3.

5. 108 Brands is further awarded its reasonable attorneys' fees and costs incurred in collecting, enforcing, or otherwise satisfying this judgment, including but not limited to fees and costs incurred in post-judgment discovery, supplemental proceedings, garnishment, execution, and any appeal. Such amounts shall accrue post-judgment interest under Utah Code Ann. § 15-1-4 and may be established and added to the judgment by subsequent affidavit or motion upon application to the Court.

6. This judgment is final and appealable as to Alex Dayton and Dayton Financial, LLC.

END OF ORDER
THE COURT'S SIGNATURE APPEARS AT THE TOP OF THE FIRST PAGE.

¹ The Court has reduced the requested amount by \$1,095.00 to account for the work performed to remedy the defective military service affidavit/default certificate. *See* Dkt. 9. The Court does not consider this work reasonably necessary to prosecute the case. *See D*xie State Bank v. Bracken*, 764 P.2d 985, 988-989 (Utah 1988). Otherwise, the Court considers the rates consistent with local market rates, and that the fees incurred were reasonable. *Id.*