

The Order of the Court is stated below:

Dated: July 16, 2026
02:37:10 PM

/s/ CHARLES A. STORMONT
District Court Judge



Prepared and submitted by:

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Counterclaim Plaintiffs

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

LEO JAMES FLORENCE JR., and
JANNA BISHOP FLORENCE, Trustees,

Plaintiffs,

v.

UTAH COUNTERTOPS, LLC, and PAUL
DOWLAND TILE, INC.,

Defendants.

UTAH COUNTERTOPS, LLC and PAUL
DOWLAND TILE INC.,

Counterclaim Plaintiffs

v.

LEO JAMES FLORENCE JR. and
JANNA BISHOP FLORENCE,
individually and as Trustees of the
Florence Family Trust, FIRENZE, LLC

Counterclaim Defendants.

STIPULATED JUDGMENT

Civil No. 230909642

Judge Charles A. Stormont

Tier II

This matter came before the Court, the Honorable Charles A. Stormont presiding, for a bench trial on March 16, 17, 18, 19 and 20, 2026. Plaintiffs and Counterclaim Defendants, Firenze, LLC, Leo James Florence Jr. and Janna Bishop Florence, individually and as Trustees of the Florence Family Trust, were represented by Stanford Fitts and Spencer Brown of Strong and Hanni. Defendants and Counterclaim Plaintiffs, Utah Countertops, LLC and Paul Dowland Tile, Inc. were represented by Jeremy Sink of Kirton McConkie. On June 21, 2026, the court entered Findings of Fact and Conclusions of Law.

Following entrance of the Findings of Fact and Conclusion of Law the parties to the above-captioned matter, through counsel, engaged in settlement discussions related to potential costs to be awarded to Utah Countertops (“UC”) and Paul Dowland Tile, Inc. (“PDTI”) pursuant to the June 21, 2026 Findings of Fact and Conclusions of Law. UC and PDTI assert that \$41,224.85 could be awarded. The Florences and Firenze dispute that amount.

As a compromise of their dispute related to costs, UC and PDTI have agreed to accept \$8,600 for the costs portion of the judgment. In exchange for this compromise, Firenze and the Florence have agreed that no appeal will be filed related to the Findings of Fact and Conclusions of Law and this Stipulated Judgment.

Based on the above stipulation and pursuant to Rule 58A of the Utah Rules of Civil Procedure, and based upon the Court’s Findings of Fact and Conclusions of Law entered on June 21, 2026, it is hereby ORDERED, ADJUDGED, and DECREED as follows:

1. All affirmative claims and causes of action brought by Plaintiffs and Counterclaim Defendants Firenze, LLC, Leo James Florence Jr. and Janna Bishop Florence (individually and

as Trustees of the Florence Family Trust), including claims for material breach, delay damages, negligence, and excessive/wrongful liens, are DISMISSED WITH PREJUDICE.

2. Judgment is hereby entered against Firenze, LLC in favor of Paul Dowland Tile, Inc. in the amount of \$81,285.47. In the alternative, judgment is entered against Leo James Florence Jr., Janna Bishop Florence, and the Florence Family Trust under the equitable doctrine of unjust enrichment in the amount of \$81,285.47.

3. Paul Dowland Tile, Inc. is awarded simple pre-judgment interest on the amount of \$81,285.47 at the statutory rate of 10% per annum pursuant to Utah Code § 15-1-1. This interest shall accrue starting from May 23, 2023 through July 13, 2026. As of July 13, 2026, interest in the amount of \$25,521.40 has accrued.

4. Pursuant to paragraphs 2 and 3 above, the total judgment amount entered against Firenze, LLC, Leo James Florence Jr. and Janna Bishop Florence in favor of Paul Dowland Tile, Inc., as of July 13, 2026, is \$106,806.87.

5. Pursuant to Utah Code § 15-1-4(3)(a), the judgment in favor of Paul Dowland Tile, Inc. shall accrue post-judgment interest at the rate of 5.51% per annum, until satisfied.

6. Judgment is hereby entered against Firenze, LLC in favor of Utah Countertops, LLC in the amount of \$7,530.00. In the alternative, judgment is entered against Leo James Florence Jr., Janna Bishop Florence, and the Florence Family Trust under the equitable doctrine of unjust enrichment.

7. Utah Countertops, LLC is awarded simple pre-judgment interest on the amount of \$7,530.00 at the statutory rate of 10% per annum pursuant to Utah Code § 15-1-1. This interest

shall accrue starting from May 23, 2023, through July 13, 2026. As of July 13, 2026, interest in the amount of \$2,272.36 has accrued.

8. Pursuant to paragraphs 6 and 7 above, the total judgment amount entered against Firenze, LLC, Leo James Florence Jr. and Janna Bishop Florence, in favor of Utah Countertops, LLC as of July 13, 2026 is \$9,802.36.

9. Pursuant to Utah Code § 15-1-4(4), the judgment in favor of Utah Countertops, LLC shall thereafter accrue post-judgment interest at the rate of 5.51% per annum, until satisfied.

10. Judgment is hereby entered in favor of Paul Dowland Tile, Inc. and Utah Countertops, LLC on their claims for mechanic's lien foreclosure against the Florence Family Trust, as the owner of the subject real property. The liens are declared valid and enforceable up to the amounts awarded above. Paul Dowland Tile, Inc. and Utah Countertops, LLC are entitled to foreclose on the property to satisfy these amounts.

11. Pursuant to Rule 68 of the Utah Rules of Civil Procedure, judgment is hereby entered against Firenze, LLC, Leo James Florence Jr. and Janna Bishop Florence for Defendants' costs totaling \$8,600. Pursuant to Utah Code § 15-1-4(4), the costs shall be added to the judgment in favor of Utah Countertops, LLC and Paul Dowland Tile, Inc. and shall thereafter accrue post-judgment interest at the rate of 5.51% per annum, until satisfied.

12. This judgment, totaling \$125,209.23, resolves all claims between all the parties and constitutes a final judgment.

It is so ORDERED.

* * * END OF JUDGMENT * * *

**Pursuant to Rule 10(e) of the Utah Rules of Civil Procedure, this Judgment will be entered
by the Court's signature at the top of the first page.**

Approved as to form:

STRONG & HANNI, P.C.

/s/ *Spencer Brown* (signed with permission)
Stanford P. Fitts
Spencer Brown

CERTIFICATE OF MAILING

I hereby certify that on the 16th day of July 2026, a true and correct copy of the foregoing was electronically filed with the Clerk of Court using the electronic filing system and caused the following to be served via that system.

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/s/ Margaret Carlson