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THIRD JUDICIAL DISTRICT COURT SALT LAKE COUNTY, STATE OF UTAH	
EQUITY INSURANCE COMPANY, Plaintiff, v. ROBERTO PEREZ ENCARNACION; and JOSE EDUARDO GARCIA. Defendants.	Amended Default Judgment Case No. 260904586 Judge Randall Skanchy

This matter came before the Court on Plaintiff Equity Insurance Company's Motion for Default Judgment. The Court, having reviewed the motion and the record, and for good cause appearing, hereby FINDS and ORDERS as follows:

1. The Summons and Complaint for Declaratory Relief were served upon Roberto Perez Encarnacion and Jose Eduardo Garcia on June 17, 2026, as reflected in the proofs of service filed with the Court. (Dkt. Nos. 4, 6).

2. Defendants failed to answer or otherwise respond within the time permitted by Rule 12(a) of the Utah Rules of Civil Procedure and have not entered an appearance in this action.

3. The default of Defendants was entered pursuant to Utah R. Civ. P. 55(a).

4. By virtue of the entry of default, the well-pleaded allegations of the Complaint are deemed admitted.

5. Plaintiff has satisfied the requirements of the Servicemembers Civil Relief Act, 50 U.S.C. § 3931.

6. Pursuant to Rule 55(b)(2) of the Utah Rules of Civil Procedure, Plaintiff is entitled to judgment by default.

7. In accordance with Utah Code section 78B-6-401 and Rule 57 of the Utah Rules of Civil Procedure, Plaintiff is entitled to declaratory relief.

8. An actual controversy exists regarding Plaintiff's rights and obligations under Policy issued to Roberto Perez Encarnacion and identified in paragraph 9 of the Complaint.

9. Based on the well-pleaded allegations in the Complaint, the Policy is rescinded.

10. Plaintiff has no obligation to defend or indemnify Defendants, or to provide any insurance coverage, benefits, or other obligations under the Policy, including for any claims arising out of the May 31, 2026

accident, whether asserted by Defendants or any third-party claimant.

11. This Judgment shall constitute the final order in this case, and
no additional order is necessary.

[The Court’s signature appears at the top of the first page of this Judgment.]

_____End of Order_____
