



Adam L. Hoyt (13463)
Spencer D. Brown (17516)
PIA HOYT, LLC
170 S. Main Street, Suite 1100
Salt Lake City, Utah 84101
Tel.: (801) 350-9000
ahoyt@piahoyt.com
sbrown@piahoyt.com

*Attorneys for Defendant/Counterclaimant/
Third-Party Plaintiff ITALIA GRANITE SUPPLY, LLC*

**THE THIRD JUDICIAL DISTRICT COURT
IN AND FOR SALT LAKE COUNTY**

TD srl, an Italian limited liability company,

Plaintiff,

v.

ITALIA GRANITE SUPPLY, LLC, a Utah
limited liability company,

Defendant and Counterclaimant.

ITALIA GRANITE SUPPLY, LLC, a Utah
limited liability company,

Third-Party Plaintiff,

v.

MEDITERRANEAN SHIPPING COMPANY
(USA), a NY corporation; UNION PACIFIC
RAILROAD COMPANY, a Delaware
corporation; DAVID & RUBY TRUCKING,
LLC, a Utah limited liability company;
INTERGLOBO USA INC., a New York
Corporation; and DOES 1-10,

Third Party Defendants.

**AMENDED DEFAULT JUDGMENT
AGAINST
DAVID & RUBY TRUCKING, LLC**

Case No.: 250902713

Judge Thaddeus May

The above matter came before this Court on Third-Party Plaintiff, Italia Granite Supply, LLC's Motion for Default Judgment Against David & Ruby Trucking, LLC. The Motion is supported by the Default Certificate Against David & Ruby Trucking, LLC entered February 3, 2026, and by the Findings of Fact and Conclusions of Law. The Court having made and entered its Findings of Fact and Conclusions of Law, and for good cause shown:

IT IS HEREBY ORDERED:

1. Third-Party Defendant David & Ruby Trucking, LLC was negligent in its moving and handling of the marble slabs at issue in this case.
2. Third-Party Plaintiff Italia Granite Supply, LLC is hereby awarded consequential and incidental damages in an amount of \$294,115.56 USD, to become final upon signature and entry by the Court.
3. Plaintiff shall also be awarded up to an additional €83,340.68 (approximately \$95,954.20 USD), contingent on resolution of Plaintiff TD's and Third-Party Plaintiff Italia Granite Supply, LLC's claims against each other.
4. Third-Party Defendant David & Ruby Trucking, LLC must indemnify Third-Party Plaintiff Italia Granite Supply, LLC for and contribute towards any judgment that is entered against Third-Party Plaintiff Italia Granite Supply, LLC.
5. Third-Party Plaintiff, Italia Granite Supply, LLC is awarded its attorney's fees and costs incurred in bringing this action.

6. The Judgment ordered herein may be augmented by the amount of reasonable attorney's fees and costs expended in collecting or enforcing the Judgment by execution or otherwise as shall be established by affidavit from Third-Party Plaintiff's counsel without further notice to Third-Party Defendant, David & Ruby Trucking, LLC.

7. This default judgment is entered severally against David & Ruby Trucking, LLC for its proportionate share of liability to be finalized upon the resolution of the claims against the remaining parties.

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

***** Order is Entered by the Court as Indicated by the Date and Seal
at the top of the First Page *****