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IN THE THIRD JUDICIAL DISTRICT COURT IN AND FOR SALT LAKE COUNTY, STATE OF UTAH
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TOTAL FLOOD AND FIRE RESTORATION, LLC, a Utah limited liability company, Plaintiff, v.	DEFAULT JUDGMENT, FINDINGS OF FACT, CONCLUSIONS OF LAW AND DECLARATORY JUDGMENT AGAINST WEDGEWOOD WILLOWS HOMEOWNERS ASSOCIATION INC.
BLANCA RAUDA, an individual; and DOES 1 through 10, inclusive, Defendant.	Case No. 269912796 Judge Joel Ferre
BLANCA RAUDA, an individual, Third-Party Plaintiff, v. Wedgewood Willow Homeowners Association Inc, Third-Party Defendant.	

This matter came before the Court for entry of Default Judgment and Declaratory Judgment without a hearing based on the default of Wedgewood Willows Homeowners Association Inc. (“Wedgewood”). The clerk has entered the default certificate indicating that Wedgewood has failed

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to appear or answer the Third-Party Complaint within the requirements of Rule 12 of the Utah Rules of Civil Procedure. The Court, therefore, accepts as true the allegations appearing in the Third-Party Complaint. Wherefore, premises considered, and good cause appearing, the Court enters the following Findings of Fact and Conclusions of Law:

FINDINGS OF FACT

Default of Wedgewood

1. Ms. Rauda filed her Third-Party Complaint against Wedgewood Willows Homeowners Association Inc. (“Wedgewood”) on June 12, 2026.
2. On June 19, 2026, the Third-Party Complaint and Summons were served on Wedgewood through its registered agent for service. Service was completed within the state of Utah. The return of service has been filed with the Court.
3. More than 21 days have passed since the Third-Party Complaint and Summons were served.
4. The time in which to file an Answer has passed, and Wedgewood has failed to appear and answer the Third-Party Complaint.
5. The clerk has entered the default certificate for Wedgewood.

Parties, Jurisdiction and Basis for Relief

6. Blanca Rauda is a resident of Salt Lake County, Utah.
7. Wedgewood is a condominium homeowners association operating under the laws of the State of Utah and the Utah Condominium Ownership Act, Title 57, Chapter 8.

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8. Wedgewood manages and administers the Covenants, Conditions and Restrictions binding upon a multi-unit condominium building in the Wedgewood Willows project located at 3514 S. 300 East, Salt Lake City, Utah (the “Building”).

9. Wedgewood is mandated to provide a master insurance policy for all units in the building and ensure that the residents of the building receive the benefits of the insurance master insurance policy.

10. Wedgewood obtained a master insurance policy.

11. The master insurance policy is subject to a single, per-occurrence deductible of \$25,000.

12. On or about December 28, 2024, a single, continuous water leak event caused significant property damage to the Building, affecting four separate units in the Building.

13. Ms. Rauda’s unit was one of the units affected by the water leak.

14. The first unit suffered damages totaling \$27,141.31. The second unit suffered damages totaling \$22,207.15. The third unit suffered damages totaling \$36,095.09.

15. Plaintiff alleges that the loss suffered by Ms. Rauda’s unit totals \$23,644.01.

16. If the losses suffered by Ms. Rauda’s unit in fact total \$23,644.01, then the total losses suffered by the four affected units in the Building equal \$109,087.56.

17. If the losses suffered by Ms. Rauda’s unit are as Plaintiff alleges, then Ms. Rauda’s unit damage percentage is 22%.

Based on the foregoing Findings of Fact, the Court makes the following

CONCLUSIONS OF LAW

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1. Under Rule 55, Ms. Rauda is entitled to default judgment against Wedgewood.
2. Jurisdiction is proper in this Court pursuant to Utah Code Ann. § 78A-5-102.
3. Venue is proper in this Court pursuant to Utah Code Ann. § 78B-3-307, as the real property at issue is located in Salt Lake County and the events giving rise to this claim occurred in Salt Lake County.
4. Under Utah Code Ann. § 57-8-43(9)(g), when a single covered loss damages multiple units, the master policy deductible must be apportioned among the affected unit owners based on their "unit damage percentage" (the percentage of the total damage attributable to their specific unit).
5. By statute, if the losses suffered by Ms. Rauda's unit are as Plaintiff alleges, then Ms. Rauda is responsible to pay an amount no greater than 22% of the master insurance policy's \$25,000 deductible—no greater than \$5,500.
6. Recognizing this statutory obligation, Ms. Rauda, through her personal insurance carrier, and in light of her disputes set forth in her Answer, paid Plaintiff \$4,500 directly to Plaintiff.
7. Wedgewood is responsible to pay the remainder of the losses above \$5,500 caused by the water leak.

Having entered the foregoing Findings of Fact and Conclusions of Law, the Court now enters its

DECLARATORY JUDGMENT

IT IS HEREBY ORDERED that

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8. Wedgewood is liable to pay any amounts owed to Plaintiff beyond Ms. Rauda's unit damage percentage of the master insurance policy's \$25,000 deductible.

9. Wedgewood has wrongfully failed to pay the remaining amount owed to Plaintiff.

10. Wedgewood has improperly and wrongfully alleged that a separate \$25,000 master deductible applied to each individual unit, directly violating the single-occurrence and unit-damage-percentage mandates of Utah Code Ann. § 57-8-43.

11. As a direct result of Wedgewood's failure to properly adjust the claim, collect from its insurer, and remit the remaining funds, Plaintiff filed the underlying Complaint against Ms. Rauda seeking an outstanding balance of \$19,144.01 plus costs, prejudgment interest, post-judgment interest and attorney fees.

12. If it is determined that Plaintiff is owed the amount claimed against Ms. Rauda, or some other amount greater than her unit damage percentage (minus the amounts already paid for her unit damage percentage), then Wedgewood is primarily liable for this debt because the amount owed represents amounts that are statutorily the responsibility of the Wedgewood in excess of Ms. Rauda's statutory deductible share.

13. If a judgment is entered against Ms. Rauda in favor of Plaintiff, Ms. Rauda is entitled to complete indemnification and/or contribution from Wedgewood for the full amount of the judgment above her total unit damage percentage. A subsequent judgment establishing the amount owed by Wedgewood shall enter upon adjudication of the allegations of Plaintiff's Complaint, which may include an award of attorney fees, costs and expenses incurred by Ms. Rauda in defending Plaintiff's Complaint and bringing the Third-Party Complaint as consequential damages.

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This order is signed and entered as indicated at the top of the first page.

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing was served via efilng on
August 27, 2026, upon;

Brian Wilson
James C. Anderson
Attorneys for Plaintiff

/s/ Karen Cortez

Paralegal
